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English Reports



THE

# WEEKLY NOTES:

BEING

## NOTES OF CASES

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BY

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THE COURT OF APPEAL:

THE CHANCERY, KING'S BENCH, AND PROBATE, DIVORCE, AND  
ADMIRALTY DIVISIONS

OF

THE HIGH COURT OF JUSTICE:

AND

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1902.

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With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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FRIDAY, December 20.

*Michael v. Hart & Co.* Application for judgment or new trial. Dismissed.  
*Anson v. Anthony.* Application for judgment or new trial. Allowed.

MONDAY, January 13.

*Dunlop Pneumatic Tyre Company, Limited, and Another v. Action Gesellschaft Fuer Motor, &c.* Appeal from Channell J. Dismissed.  
*Wallack & Richardson v. Marshall.* Appeal from Phillimore J. Allowed.  
*Cornwell v. Craddock.* Appeal from Phillimore J. Dismissed.  
*Empress of Gwalia, Limited. v. Taylor.* Appeal from Phillimore J. Part heard.

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*Empress of Gwalia, Limited v. Taylor.* Appeal from Phillimore J. Dismissed.  
*Campion & Co. v. Valentine Extract Company, Limited, and Others.* Appeal from Darling J. Allowed.

WEDNESDAY, January 15.

*The Vestry of the Parish of St. James and St. John, Clerkenwell v J. Edmondson & Son.* Appeal from the Lord Chief Justice and Kennedy J. Dismissed.  
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*McCleane v. Gyles.* Appeal from Buckley J. Allowed.  
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*In re British Drying Company, Limited.* Appeal from Wright J. Part heard.

FRIDAY, December 20.

*Chamberlain & Hookham, Limited v. Mayor, &c., of Bradford.* Appeal from Farwell J. Dismissed.  
*Home and Colonial Stores, Limited v. Colls.* Appeal from Joyce J. Allowed.  
*In re Marten. Shaw v. Marten.* Appeal from Byrne J. Dismissed.

*In re Bartlett (Sir A. E.). Ex parte S. S. Seal.* Appeal from Mr. Registrar Linklater. Dismissed.

*In re McConnell. Ex parte The Trustees.* Appeal from Wright J. Dismissed.

MONDAY, January 13.

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*In re Wright, Crossley & Co.'s Trade-mark.* Appeal from Byrne J. Postponed.

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*White v. Harrow. Harrow v. Marylebone District Property Company, Limited.* Appeal from Joyce J. Allowed.

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*Commercial Development Company, Limited v. Atkins and Atkins & Applegarth v. Castner Kellner Alkali Company, Limited.* Appeal from Buckley J. Appeal and motion dismissed.

*W. G. Birch v. E. Birch, A. Birch and Others (Probate).* Appeal from Barnes J. Part heard.

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*Diprose v. Belgravia Hotels Company.* Appeal from Joyce J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. *In re MARTEN.* Dec. 20.  
*SHAW v. MARTEN.*

*General power of appointment—Exercise by will—Intention to exercise for all purposes—Blending of appointed property with testator's own property.*

Appeal from a decision of Byrne J.

Under her marriage settlement a testatrix (a widow) had a general power to appoint by will after her own death the trust funds which were vested in the trustees of the settlement—namely, the stocks and securities specified in a schedule to the settlement and a sum of 5000*l.* By her will dated the 1st of March, 1893, she, in exercise of the power, appointed that the trustees of the settlement should stand possessed of the 5000*l.* and the investments representing the same, and of such part of the stocks, &c., comprised in the schedule as should, with the 5000*l.*, or the securities representing the same, make up 9000*l.*,

in trust for six persons named in the will. And in further exercise of the power she appointed that the trustees of the settlement should stand possessed of the residue of the stocks, &c., comprised in the schedule, in trust as to 1000*l.* for W. P. Shaw, and as to the residue thereof in trust for Henry Shaw. The testatrix then bequeathed some specific and pecuniary legacies. And she empowered the trustees of the settlement and the executors of her will at their discretion respectively, with the consent of the respective appointees and legatees, to appropriate any security or investment subject to her powers of appointment or belonging to her at the time of her death, at the market value of the day, in or towards payment and satisfaction of the legacies thereinbefore appointed or bequeathed. And as to the rest and residue of her real and personal estate she devised, bequeathed, and appointed the same, subject to the payment thereof of her debts, funeral and testamentary expenses, to Henry Shaw absolutely. The testatrix died on the 2nd of July, 1900. She had no real estate. Henry Shaw predeceased her.

Byrne J. held that the residue of the settlement funds, the appointment of which to Henry Shaw had lapsed by reason of his death before the testatrix, went to the persons entitled under the trusts of the settlement in default of appointment. The next of kin of the testatrix appealed.

*Renshaw, K.C.*, and *Buckmaster*, for the next of kin.

*Levett, K.C.*, and *J. Chester*, for the persons entitled in default of appointment.

*J. M. Stone*, for the trustees of the settlement.

*Underhill*, for the executors of the testatrix.

THE COURT (Romer and Cozens-Hardy L.J.J., Vaughan Williams L.J. dissenting) allowed the appeal.

VAUGHAN WILLIAMS L.J. was of opinion, on the construction of the will, that the testatrix did not intend to take the appointed property out of the settlement for all purposes, but only for the purpose of giving effect to the particular dispositions expressed. He thought that the residuary clause was not intended to operate as an appointment of the settled property or any part of it. The question was one of intention, as was pointed out by Chatterton V.-C. in *In re De Lusi's Trusts*, (1879) 3 L. R. Ir. 232, and by Jessel M.R. in *In re Pinède's Settlement*, (1879) 12 Ch. D. 667. In his Lordship's opinion, much weight ought not to be given to the use of the word "appoint" in the residuary clause. He thought it was only one of a catalogue of words to cover any case which might arise, just as the word "devise" was used, though the testatrix had not any real estate. Except for the use of the word "appoint," the case appeared to be covered by *In re Davies' Trusts*, (1871) L. R. 13 Eq. 163. His Lordship could see nothing to indicate an intention to mass the settled property with the property of the testatrix herself. He thought a contrary intention was manifested by the fact that she did not appoint trustees of her own, but appointed that the settlement trustees should stand possessed of the funds in trust for the beneficial appointees, as well as by the clause which empowered the trustees and her executors respectively to appropriate securities. In his Lordship's opinion, *Oke v. Heath*, (1748) 1 Ves. Sen. 134, did not compel him to come to a different conclusion. In that case the power of appointment was a special power, and the testatrix could not by any appointment have made the property her own.

BOMBE L.J. said that the case was a difficult one, and he could well understand that different minds might come to different conclusions. But, in his opinion, the residuary gift was an exercise by the testatrix of all her general powers of appointment, so far as they had not otherwise been effectually exercised. In other words, the residuary gift was a true residuary appointment. The word "appoint" was apt to cover property which the testatrix had power to appoint, just as the words "devise" and "bequeath" were apt to cover real and personal estate respectively. And, in his Lordship's opinion, there was nothing in the prior parts of the will which would justify the Court in cutting down the effect of the residuary appointment. The mere fact that the testatrix had already appointed the whole of the settlement funds was not sufficient, for there would still be an object in a residuary appointment, viz., to cover any part of the previously appointed property the appointment of which might lapse, just as the object of an ordinary residuary gift was to cover all property which had not been effectually disposed of. Nor was there anything to negative the effect of the residuary appointment in the fact that in the prior appointments the testatrix had directed the trustees of the settlement to pay the appointees, instead of appointing directly to the appointees. Nor, in his Lordship's opinion, was an intention to exclude the settlement fund from the residuary clause shewn by the fact that Henry Shaw, to whom the residuary gift was made, was also the appointee in the earlier part of the will. In the prior appointment the whole of the settlement fund was not appointed to him, and, moreover, the residuary gift created a charge of debts and funeral and testamentary expenses, which would take effect in the event of lapse by reason of the death of Henry Shaw before the testatrix; so that even in that case there would be an object in the testatrix exercising her general power by a residuary appointment. His Lordship could find nothing else in the will which would justify the Court in refusing to give to the residuary gift and appointment its ordinary meaning and effect. In his opinion, the pecuniary legacies bequeathed by the testatrix were payable out of the settlement fund, if it lapsed, as well as out of the property of the testatrix herself. He thought that, in case to any extent the residuary gift failed by the death of the residuary legatee before the testatrix, the settlement fund and the property of the testatrix were blended into one for all purposes. The case was governed by the principle on which Jessel M.R. acted in *In re Pinède's Settlement*. In *In re Davies' Trusts* the testatrix, who had a general power of appointment, did not in terms purport to exercise it by her residuary gift, and Wickens V.-C. appeared to have thought that, so far as there was a lapse by reason of the death of one of the residuary legatees, sect. 27 of the Wills Act operated to exercise the power by the residuary gift only for the purpose of paying debts and legacies; so that there was no true blending of the property of the testatrix and the property subject to the power. At any rate, that case did not cover the present case. So also in *In re De Lusi's Trusts* there was no such blending shewn in the will, and that case in no way conflicted with the present decision.

COZENS-HARDY L.J. said that, in his opinion, the residuary clause was a true residuary clause. It expressly blended into one fund the property of the testatrix with the property over which she had a general power of appointment, the whole being

made subject to debts, funeral and testamentary expenses. And, being a true residuary clause, it must be taken to operate upon everything which might have failed to take effect under the prior appointment: *Oke v. Heath*; and it made no difference that the appointee in both cases was the same person. The decision of Stirling J. in *Coxen v. Rowland*, [1894] 1 Ch. 406, was directly in point, and was, in his Lordship's opinion, correct.

Solicitors: A. Toovey, for Bennett, Boycott & Co., Buxton; J. & R. Gole, for Dixon & Syers, Liverpool; Ullithorne, Currey & Jennings, for Neve, Cresswell & Sparrow, Wolverhampton.

W. L. C.

O. A.

Dec. 20.

HOME AND COLONIAL STORES v. COLLS.

*Ancient lights—Substantial obstruction—Angle of forty-five degrees rule—Mandatory injunction.*

The plaintiffs were the lessees and occupiers of business premises in Worship Street, in the City of London, having windows, which were ancient lights, to a large ground-floor room used by a number of clerks engaged in the plaintiffs' business. This room was fitted with electric light, which was almost always required for the back part of the room. The defendant, who was the owner of a house that had stood on the opposite side of the street, had pulled down this house, and was preparing to erect on its site a house 22 ft. 6 in. higher than his old building. As the plaintiffs considered that the new building would cause serious interference with their ancient lights, they brought this action claiming an injunction. At the trial before Joyce J. expert witnesses called by the defendant deposed that, on the completion of the new building, an angle of at least forty-five degrees of light would be left, which they considered quite sufficient for all practical purposes. On the other hand, the plaintiffs' expert witnesses deposed that the light would be substantially and materially diminished, and that, although the plaintiffs would still have sufficient light for ordinary business purposes, they would probably have to use more electric light than formerly.

Joyce J. held that, even after the erection of the defendant's building, the plaintiffs' premises would still be well and sufficiently lighted for all ordinary purposes of occupancy as a place of business, and that they were at present unusually well lighted; and his Lordship, with considerable hesitation, said he felt bound to follow the recent decision, if unreversed on appeal, of Wright J. in *Warren v. Brown*, [1900] 2 Q. B. 722. The action was accordingly dismissed with costs. The plaintiffs immediately gave notice of appeal, but the defendant proceeded with and completed his building. In the meantime Wright J.'s decision in *Warren v. Brown* was reversed by the Court of Appeal, [1901] W. N. p. 214; [1902] 1 K. B. 15. Then the appeal in the present case came on for hearing.

*Hughes, K.C.*, and *W. E. Vernon*, for the plaintiffs.

*Bray, K.C.*, and *O. Leigh Clare*, for the defendant.

In a considered judgment,

THE COURT (Vaughan Williams, Romer, and Cozens-Hardy L.J.J.) said that without substantial interference with his ancient lights a plaintiff had no right of action; and, in addition, in order to obtain an injunction, he must establish substantial injury suffered or threatened. There was no standard or fixed amount of light to which alone he was entitled. He

must not be fanciful or fastidious; he must recognise the necessity of give and take in matters of this nature. There was no rule of law that a man might always build up to an angle of forty-five degrees, though the fact that an angle of forty-five degrees would be left might not unreasonably be regarded as *prima facie* evidence that there would be no substantial interference. In the present case the evidence established that the interference with the plaintiffs' light would be subsubstantial, and that real damage would result. The judgment below must be reversed, and the plaintiffs were entitled to a mandatory injunction, with costs.

VAUGHAN WILLIAMS L.J. added that, so far as the rule of forty-five degrees was concerned, he doubted very much whether that rule, as the law was at present settled, could be regarded even as a rough measure of the right of the owner or occupier of a building containing ancient lights.

Solicitors: *Slaughter & May; Hyde, Tandy, Mahon & Sayer.*  
G. I. F. C.

C. A. HOPE v. HOPE. Jan. 18.

*Practice—Security for costs of appeal—Form of order—Bond to be approved by the master.*

The plaintiff gave notice of appeal against the judgment of Cozens-Hardy J. dismissing the action. On the 19th of June, 1901, on the application of the defendant, the Court of Appeal made an order "that the plaintiff do procure some sufficient person on his behalf to give security by bond to the defendant in the penalty of 100*l.*, conditioned to answer any costs occasioned by the appeal . . . in case any should be awarded to be paid by the plaintiff to the defendant," or that the plaintiff should pay 100*l.* into court to answer the costs of the appeal. The plaintiff tendered to the defendant a bond for 100*l.*, executed by the plaintiff's wife. The defendant refused to accept this bond, alleging that the wife was not worth 100*l.* On the 3rd of December, 1901, the defendant gave notice of motion that the plaintiff might be ordered within fourteen days to procure some sufficient person on his behalf to give security by bond in 100*l.* to answer the costs, or that that amount might be paid into court, or that in default of such security being given the appeal might be dismissed with costs without further order. On the 18th of December, 1901, the Court of Appeal ordered the motion to stand over to the next sittings, to give the plaintiff an opportunity of finding and completing his security. The plaintiff then applied to Swinfen Eady J. in chambers for an order that the defendant should shew cause why he refused to accept the bond as security for the costs of the appeal. On the 9th of January, 1902, the master dismissed this application with costs. The plaintiff took out a summons asking that the matter might be heard by the judge in person.

The motion of the 3rd of December now came on again for hearing.

*Peterson*, for the defendant, asked that the appeal might be dismissed, the plaintiff having failed to comply with the order of the 19th of June.

The plaintiff in person.

VAUGHAN WILLIAMS L.J. said that, in orders for security for the costs of appeals from the King's Bench Division, it was the practice to direct that the security be approved by the master.

This would be the practice in future with regard to appeals from the Chancery Division. The order of the 19th of June would be amended by inserting after the words "security by bond" the words "to be approved by the master." And, the appellant being dissatisfied with the order of the 9th of January, 1902, and withdrawing the summons which he had issued appealing therefrom, and the respondent consenting, the matter would be adjourned to the judge in person in chambers. The present application would stand over until the question of the security had been disposed of by the judge in chambers.

STIRLING L.J. and COZENS-HARDY L.J. concurred.

Solicitors: *Hasties; Lumley & Lumley.* W. L. C.

NOTE.—*Vide Seton's Judgments and Orders*, 6th ed. vol. i. p. 874.

## High Court of Justice.

### CHANCERY DIVISION.

Byrne J. HONYWOOD v. HONYWOOD. Dec. 20.

*Settlement—Several estates—Tenant for life—Remaindermen—Interest on charges—Current rents and profits—Insufficiency—Arrears of interest—Subsequent rents—Payment off of charges.*

Apart from any question arising upon the special terms of the instrument creating the settlement, a tenant for life must keep down the interest accruing during his lifetime on all paramount incumbrances to the extent and out of the rents and profits received by him. If the current rents are insufficient to keep down the interest, subsequent rents arising during the life of the tenant for life are applicable to liquidate arrears accruing during the same life tenancy: *Revel v. Watkinson*, (1748) 1 Ves. Sen. 93; *Tracy v. Hereford (Countess of)*, (1786) 2 Bro. C. C. 128; *Caulfield v. Maguire*, (1845) 2 J. & La T. 141.

Where several estates are included in the same settlement, the tenant for life is bound, out of the whole rents and profits, to keep down the interest on charges on all the estates: *Frewen v. Law Life Assurance Society*, [1896] 2 Ch. 511; *In re Hotchkys*, (1886) 32 Ch. D. 408.

Upon principle, therefore, the tenant for life of several estates included in the same devise remains liable, as between himself and the remaindermen, to make good arrears of interest accrued during his life tenancy out of subsequent rents received by him from any of the estates, even although the charge in respect of which the arrears have arisen has been paid off by means of a sale of part of the property.

*Rouden, K.C.*, and *H. C. Hawkins*, for the trustees.

*Levett, K.C.*, and *Beaumont*, for the remaindermen.

*Norton, K.C.*, and *Quin*, for the assignees of the tenant for life.

*T. A. Nash*, for other parties.

Solicitors: *Burch, Whitehead & Davidsons; Sandilands & Co.; Hammond & Richards; Wood, Bigg & Nash*, for *H. M. James*, Exeter. G. M.

**Byrnes J. PRACTICE NOTE. Dec. 21.**  
*Practice—Witness—Taking the oath—Kissing the Book—Scottish form of oath—Oaths Act, 1888 (51 & 52 Vict. c. 46), s. 5.*

BYRNES J. this morning, at the close of delivering judgment in the case of *McGillivray v. Anglo-Klondyke Mining Company*, made the following observations:—

There is a matter to which I wish to draw particular attention, it being one to which I have had occasion to refer several times. For some time past my attention has been called to the fact that witnesses occasionally refrain from kissing the Book when the oath is administered, and kiss their thumb, or some other part of their hand. During the last fortnight this has occurred three times, and that not in cases of ignorant or uneducated witnesses, but in the case of people in a comparatively good position, one of the witnesses to whom I refer being a solicitor. I do not attribute to any of these witnesses, and I do not suggest for a moment, that they were actuated by any other motive than that arising from the notion that seems to have grown very prevalent, namely, that disease may be communicated by means of kissing the Book. It is sufficiently well known that, amongst the ignorant and uneducated, there are a considerable number of persons who think that they can rid themselves either of the validity or moral sanctity of the oath, or of the punishment which may follow upon giving false evidence, by refraining from kissing the Book; and it would be wrong for a judge, speaking for myself, to abstain from taking notice of it when he sees a witness, whatever his motives may be, take the oath not in the duly prescribed form. I do not know whether it is as widely known as it should be that any witness may take the oath without kissing the Book; because under the Oaths Act of 1888 (51 & 52 Vict. c. 46), s. 5, it is provided that "If any person to whom an oath is administered desires to swear with uplifted hand, in the form and manner in which an oath is usually administered in Scotland, he shall be permitted so to do, and the oath shall be administered to him in such form and manner without further question." It is open, therefore, to a witness to elect whether he will be sworn in the English form or in the Scottish form; and, if he elects the Scottish form, he is not asked his reason for so doing. There is no excuse whatever for any witness, purporting to take the oath in one form, refraining from doing that which goes to shew the sanctity of the act which he is performing. I do not suppose that my Court is specially attended by persons holding the views to which I have alluded, but I am afraid this is a thing that must frequently occur, and I think it cannot be too widely known that there is no excuse whatever for a man refraining from kissing the Book because he is afraid that disease will be communicated to him, when he has only to elect to take the oath in another form.

G. M.

**Farwell J. Jan. 14.**  
**DEAN AND CHAPTER OF CHESTER v. SMELTING CORPORATION, LIMITED.**

*Attachment—Breach of injunction—Motion—Conflicting affidavits—Motion ordered to be heard with witnesses—Evidence of breaches not specified in affidavits—Surprise—Rules of Supreme Court, 1888, Order LII., r. 4.*  
 Motion.

This was a motion by the plaintiffs for liberty to sue out a writ of sequestration against the defendant company and for committal or attachment of the receiver and manager for allowing smoke, oxide of zinc, and other chemical or metallic substances and noxious gas and fumes, to issue from the defendant company's works, so as to occasion a nuisance and injury to the plaintiffs, in breach of an injunction granted on the 2nd of August, 1901. *Vide* [1901] W. N. 179.

The respondents had recommenced smelting silver and lead on the 9th of September, but had entirely abandoned the smelting of zinc, which they thought was the sole cause of the nuisance.

On the 5th of November the applicants issued the present notice of motion, alleging that the works still caused a nuisance.

On the 26th of November, owing to the conflicting nature of the affidavit evidence, the motion was by consent ordered to be heard with witnesses.

On the case coming on, *Jenkins, K.C.*, and *Clare*, for the applicants, proposed to prove instances of nuisance and injury not specified in the affidavits.

*Bramwell Davis, K.C.*, and *George Lawrence*, for the respondents, submitted that the applicants were only entitled to substantiate by their *vivâ voce* evidence the instances of nuisance specified in their affidavits, those being the only instances which the respondents had come prepared to meet. They relied on Order LII., r. 4, which provides that "Every notice of motion . . . for attachment . . . shall state in general terms the ground of the application; and, where any such motion is founded on evidence by affidavit, a copy of any affidavit intended to be used shall be served with the notice of motion," the object of the rule being that a person whom it is sought to attach shall know, not only why the application is made, but the evidence upon which it is made: *Taylor v. Roe*, [1895] W. N. 14; Annual Practice, 1902, p. 726.

FARWELL J. This objection is not well founded. The last clause of Order LII., r. 4, has no application to a case where a motion launched on affidavit evidence is subsequently ordered to be heard with witnesses. In that case the affidavits are not used. The first clause of the rule requiring the notice of motion to state in general terms the ground of the application applies, and has been complied with, and I cannot see how the respondents are in any way put at a disadvantage. They could have obtained all necessary information by an application for particulars. The evidence is therefore admissible; but, if I think the respondents are in any way taken by surprise, I shall probably grant an adjournment.

Solicitors: *Tatham & Procter*, for *Barker & Rogerson*, Chester; *Druce & Atlee*. G. R. A.

**Swinfen Eady J. LEIGH v. LEIGH. Dec. 21.**  
*Statute—Construction—Advowson—Patron—Infant—Trustees to present during minority—Guardian.*

Under a settlement made by the direction of the Court in this action, in pursuance of a covenant of October, 1886, the Leigh estates, including the advowson and perpetual right of patronage and presentation of and to the rectory or parish church of Walton-on-the-Hill, in the county of Lancaster,

were limited to the use of John Cecil Gerard Leigh (now an infant) in tail male with remainders over. The settlement provided that, during the minority of any tenant in tail male or in tail by purchase under the settlement, the trustees might present a fit person to any vacant ecclesiastical benefice either absolutely or subject to such lawful terms as to resignation as the trustees deemed proper.

By the Walton-on-the-Hill Rectory Act, 1843, under which the then ecclesiastical parish was divided, glebe lands were vested in trustees with power to sell with the consent of the patron or patrons. The Act provided "that all acts, matters and things by this Act authorized to be done, and every consent required to be signified by the patron of any of the aforesaid rectories or of the said present rectory and of the said vicarage of Walton-on-the-Hill, may be done and signified by the patron or patrons for the time being of the said respective benefices, whether one or more, who shall be seised of the advowson thereof in possession, whether for an estate of inheritance or any less estate, and by any such patron or patrons, being a married woman or married women notwithstanding her or their coverture, and by the guardians or committees of any such patron or patrons being an infant or infants, lunatic or lunatics, or idiot or idiots respectively, and that every act, matter and thing which shall be so done, and every consent which shall be

so signified, shall be as valid and effectual as if the party or parties by whom or on whose account such act, matter or thing shall be done, and such consent signified, was or were seised of the said advowson in fee simple in possession and free from any incapacity."

A conditional contract had been made for the sale of part of the Walton-on-the-Hill glebe land as building sites. This summons was taken out by the settlement trustees to determine whether their consent, or that of the guardian of the infant tenant in tail, was necessary to carry out the proposed sale.

*Methold*, for the trustees of the settlement, argued that they were the patrons for the time being within the meaning of the Act.

*Arkle*, for the trustees of the Act, *contra*.

*R. J. Parker*, for the infant.

SWINFEN EADY J. considered that the mere power to present during the minority of the tenant in tail male did not make the trustees patrons. The patron had other rights and duties besides the right of presentation. In his opinion the infant was patron, and his consent had to be given by the guardian of his person.

Solicitors: *Rowcliffes, Rawle & Co.*; *Field, Roscoe & Co.*; *Lowe & Co.* D. P.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledges the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*Hunt v. Luck.* Appeal from Farwell J. Dismissed.  
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During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. Jan. 13.  
 DUNLOP PNEUMATIC TYRE COMPANY, LIMITED v. ACTIEN-GESELLSCHAFT FÜR MOTOR UND MOTORFAHRZEUGBAU, VORM. CUDELL & Co.

*Practice—Foreign corporation—Service of writ within the jurisdiction—Foreign company carrying on business temporarily in England—Rules of the Supreme Court, 1883, Order IX, r. 8; Order LXX, r. 3.*

Appeal from the order of Channell J. at chambers as after mentioned.

The defendants, a foreign corporation, who were manufacturers of motor cars in Germany, hired a stand at the Crystal Palace for the exhibition of articles of their manufacture at the National Cycle Show, and exhibited at the show, which lasted for nine days, among other articles, a motor car fitted with tyres which the plaintiffs alleged to be an infringement of their patent. The defendants' stand was in charge of a person employed by them as their representative, whose duty it was to explain the working of the articles exhibited, and to take orders for the supply of similar articles by the defendants. The defendants were during the continuance of the show served at their stand with a writ in an action by the plaintiffs for infringement of their patent.

On an application at chambers by the defendants to set aside the writ and service, on the ground that the defendants were a foreign corporation resident out of the jurisdiction, Channell J. refused to make an order setting aside the writ and service.

*Dankwerts, K.C., and R. B. D. Acland,* for the defendants.

*R. M. Bray, K.C., and A. J. Walter,* for the plaintiffs.

THE COURT (Collins M.B., Romer L.J. and Mathew L.J.) held that the defendants, during the continuance of the show, were carrying on business at a place within the jurisdiction, and therefore could be served with the writ under Order IX, r. 8. They therefore dismissed the appeal.

Solicitors for the plaintiffs: *J. B. & F. Purchase.*

Solicitors for the defendants: *Crusemann & Rouse.*

E. L.

C. A.

Jan. 15.

VESTRY OF ST. JAMES AND ST. JOHN, CLERKENWELL T.  
 EDMONDSON & SON.

*Metropolis—Management Acts—Highway within two jurisdictions—New street—Sewer—Recovery of Expenses—Metropolis Management Act, 1855 (18 & 19 Vict. c. 120)—Metropolis Management Amendment Act, 1862 (25 & 26 Vict. c. 102), ss. 52, 112.*

Appeal from the judgment of a Divisional Court (Lord Alverstone C.J. and Kennedy J.), upon a case stated by justices, reported [1901] 1 K. B. 264.

The boundary between part of the parish of Clerkenwell in the county of London and the parish of Hornsey in Middlesex runs along the middle of an old highway, called Colney Hatch Lane, about 1000 yards in length. At the time when the Metropolis Management Act, 1855, came into operation, there was a nearly continuous line of houses on the Hornsey side of the lane, but on the Clerkenwell side there were only seven or eight houses situated at various points. A number of houses having recently been built on the Clerkenwell side of the lane, the vestry of Clerkenwell laid down a sewer under that side, for the purpose of draining them, and apportioned the expenses of making the sewer among the frontagers upon that side of the lane, on the ground that it was a new street. One of the frontagers having refused to pay the amount apportioned upon him, application was made by the vestry to justices for an order for payment by him of that amount. The justices found as a fact that, at the time when the Metropolis Management Act, 1855, came into operation, the lane, as a whole, had already become a street, and, that being so, they decided that they could not deal with the Clerkenwell side of the lane by itself, for the

purpose of determining whether it was a new street, and therefore they dismissed the application. The question for the opinion of the Court stated in the case was whether the portion of the lane which was in Olerkenwell could be dealt with by itself without regard to the portion which was in Hornsey, or to the buildings on the Hornsey side, for the purpose of determining whether it was a new street.

The Divisional Court held that, upon the finding of the justices as aforesaid, their decision was right, and therefore dismissed the appeal.

*Macmorran, K.C.*, and *C. F. Pritchard*, for the appellants.

*Alexander Glen*, for the respondents.

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) affirmed the judgment of the Divisional Court and dismissed the appeal.

Solicitors for the appellants: *Boulton, Sons & Sandeman*.

Solicitors for the respondents: *Tatham & Hardy*. E. L.

C. A. Jan. 22.

*In re* JOHN GRIFFITHS CYCLO CORPORATION, LIMITED.

DUNLOP PNEUMATIC TYRE COMPANY, LIMITED v. JOHN

GRIFFITHS CYCLO CORPORATION, LIMITED.

*Practice—Costs—Insolvent company—Prosecution of company's appeal by receiver in debenture-holders' action—Security for costs of appeal—Reversal of judgment and order for payment out of security to receiver—Appeal to the House of Lords—Reversal of judgment of Court of Appeal—Repayment of security.*

Appeal from an order of Joyce J.

On the 19th of March, 1898, the John Griffiths Cycle Corporation commenced an action against Humber & Co. for breach of contract. The action was tried before Phillimore J. in June, 1898, and judgment was given for the defendants Humber & Co.

On the 22nd of February, 1899, this action was commenced against the Cycle Corporation by debenture-holders to enforce their security, and on the 24th of February, 1899, a receiver and manager of the undertaking of the corporation was appointed.

On the 6th of March, 1899, an order was made in Ireland for the winding-up of the Cycle Corporation, which was an Irish company, and a liquidator was appointed subject to his giving security, but his security was never completed.

On the 9th of March an order was made in this action giving the receiver leave to prosecute an appeal from the judgment of Phillimore J.

In June, 1898, Humber & Co. obtained an order in the Court of Appeal against the Cycle Corporation for security for the costs of the appeal, and 100*l.* was paid into court by the receiver as security, he having obtained leave in the debenture-holders' action to give security. Shortly afterwards Humber & Co. applied to the Court of Appeal that the receiver or the plaintiffs in the debenture-holders' action might be added as parties. The Court of Appeal refused this application, but ordered the security for costs to be increased by 100*l.*, and this sum was paid into court by the receiver, making 200*l.* in all.

The appeal was heard in July, 1899, and was allowed with costs, and the 200*l.* paid into court as security was ordered to be paid out to the receiver. Humber & Co. appealed to the

House of Lords, when the judgment of the Court of Appeal was reversed and the judgment of Phillimore J. restored, and the Cycle Corporation were ordered to pay the costs of the proceedings in the Court of Appeal and in the House of Lords.

Humber & Co., who held debentures in the Cycle Corporation and had liberty to attend the proceedings, took out a summons in this action asking that the receiver might be ordered to pay the costs recoverable by them under the order of the House of Lords, or in the alternative to pay to them the 200*l.* paid out to him under the order of the Court of Appeal.

Joyce J. dismissed the summons.

Humber & Co. appealed; but upon the appeal they limited their application to the repayment of the 200*l.*

*Hamilton, K.C.*, and *Tyndal Robertson*, for the appellants, contended that the money was to be repaid upon the principle that the Court would compel the receiver as an officer of the Court to do what was right and honourable: *Ex parte James*, (1874) L. R. 9 Ch. 609; *Ex parte Simmonds*, (1885) 16 Q. B. D. 308.

*R. J. Parker*, for the receiver, submitted, upon the authority of *Hood Barrs v. Crossman & Prichard*, [1897] A. C. 172, that in the absence of any undertaking by the receiver to repay the money the Court had no jurisdiction to compel repayment.

THE COURT (Vaughan Williams, Stirling and Cozens-Hardy L.J.J.) dismissed the appeal. They thought (1) that the Court had no jurisdiction to make the order; (2) that, assuming the Court had jurisdiction, it was doubtful whether the Court ought to exercise it.

Solicitors: *Wilson, Bristows & Carpmael*; *John B. & F. Purchase*. H. B. H.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J.

*In re* MARE.

Jan. 15.

MARE v. HARVEY.

*Settlement—Construction—Wife's property—Ultimate trust for next of kin—"Die without having been married."*

By a marriage settlement in 1847, certain funds were settled on usual trusts for the husband and wife and the children of the marriage, and as to one moiety, in the event (which happened) of the wife dying in the lifetime of the husband, and after the determination of his interest therein, upon such trusts as the wife should by will or codicil appoint, and in default of appointment "upon trust for such person or persons as under or by virtue of the statute for the distribution of intestates' effects should or would have been entitled to her personal estate in case she had died intestate without having been married, and if more than one for them in the same manner as they would be entitled to such personal estate under such statute." The wife died intestate, leaving an only child who died an infant and unmarried. The husband's interest determined on his death in 1898. The question was whether or not

the infant was entitled as sole next of kin to the moiety. It was stated that there was a conflict of authority upon the point, the cases of *Pratt v. Mathew*, (1856) 22 Beav. 328, *In re Ball's Trust*, (1879) 11 Ch. D. 270, *Upton v. Brown*, (1879) 12 Ch. D. 872, and *Stoddart v. Saville*, [1894] 1 Ch. 480, on the one hand, and *Emmins v. Bradford*, (1880) 13 Ch. D. 493, and *In re Deane's Trusts*, [1900] 1 Ir. R. 332, *contra*, being cited.

*Manby*, for the plaintiffs.

*Gent*, *Frank Russell*, and *S. B. L. Druce*, for the defendants.

KEKEWICH J. said that the point was really concluded by *Wilson v. Atkinson*, (1864) 4 De G. J. & S. 455. He was bound to follow that case, and accordingly to hold that the infant child was entitled as sole next of kin to his mother.

Solicitors: *Wedlake, Letts & Wedlake*, for *Marshall & Ashwell*, Stoke-upon-Trent; *Crossman & Prichard*; *Woodcock, Ryland & Parker*.  
C. C. M. D.

Kekewich J. *In re LEAS HOTEL COMPANY.* Jan. 17.  
SALTER v. LEAS HOTEL COMPANY.

*Debenture—Debenture-holders' action—Receiver and manager—Jurisdiction to appoint manager—Goodwill—"Property."*

A company issued debentures whereby it charged "all its lands, buildings, property, stock-in-trade, furniture, chattels and effects whatsoever, both present and future" with the repayment of moneys borrowed; but there was no specific mention of the goodwill or business of the company. In a debenture-holders' action for enforcement of the debentures, and upon motion by the plaintiff in the action for appointment of a receiver and manager, the question arose whether the Court had jurisdiction to appoint a manager.

*P. S. Stokes*, for the plaintiff.

*Frank Russell*, for the company, did not oppose.

KEKEWICH J. referred to *Jennings v. Jennings*, [1898] 1 Ch. 378, and *In re David and Matthews*, [1899] 1 Ch. 378, and held that the word "property" was sufficient to include the goodwill, and that the Court, therefore, had jurisdiction to appoint a manager.

Solicitors: *Dod, Longstaffe, Sons & Fenwick*; *F. G. Lewis*.

C. C. M. D.

Kekewich J. *In re OSBORNE TO BRIGHT'S, LIMITED.* Jan. 17.

*Vendor and purchaser—Settled Land Acts—Conflict between powers of settlement and powers of Act—Consent to exercise of powers by trustees—Undivided shares settled by will—Several persons constituting tenant for life—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 2, sub-ss. 5, 6; s. 56, sub-s. 2—Settled Land Act, 1884 (47 & 48 Vict. c. 18), s. 6, sub-s. 2.*

A testator, who died in 1886, by his will gave all his real and residuary personal estate to trustees upon trust to stand possessed thereof as follows, namely, one fifth part to each of his four daughters, and the remaining fifth part for the children of a deceased daughter, and declared that the share of each daughter should be retained upon trust for her for life for her separate use without power of anticipation, and after her decease as she should by deed or will appoint, with a gift over in default of appointment which was void for remoteness. The

testator empowered his trustees to sell and dispose of all or any part of his real and personal estate. Some of the shares had become absolutely vested by exercise of the powers of appointment or otherwise, but two, if not three, remained in settlement. The trustees proceeded to sell leaseholds forming part of the residuary estate. The purchaser objected that, under sect. 56 of the Act of 1882, the consents of all the persons who were tenants for life of shares or persons having the powers of tenants for life were necessary to the exercise of the power of sale by the trustees. The vendors were able and willing to procure the consent of one of the tenants for life, but not of the others, and contended that this was sufficient under sect. 6 of the Act of 1884.

*J. T. Prior*, for the purchasers, referred to the definition clauses in sect. 2, sub-sects. 5, 6, of the Act of 1882, and submitted that tenants for life of shares separately settled did not together constitute a tenant for life.

*E. P. Hewitt*, for the vendors, further contended that there was no conflict, within the meaning of sect. 56 of the Act of 1882, between the power of the trustees to sell the entirety and the power of the tenant for life of a share to sell the share.

KEKEWICH J. held that there was a direct conflict, because, if the trustees sold the entirety, they deprived the tenant for life of the power to sell the shares. He further held that the tenants for life of separate undivided shares did not together constitute a tenant for life for the purposes of the Act of 1882, and made an order declaring that the power of sale given by the will was not exercisable without the consent of every person beneficially interested under the will who was tenant for life, or entitled to exercise the powers of a tenant for life under the Act.

Solicitors: *Vallance & Vallance*, for *Herd & Nutt*, Birmingham; *Sandars & Harding*, for *J. C. Fowke & Son*, Birmingham.

C. C. M. D.

Kekewich J. *In re FRITH.* Jan. 18.  
NEWTON v. ROLFE.

*Trustee carrying on trade under power in will—Employment of assets in trade—Trade creditors—Indemnity—Subrogation—Defaulting trustee.*

The testator, a trader, by his will dated in 1886, empowered his trustees to carry on his businesses after his death, and to employ all or any part of his estate therein. The trustees carried on business in pursuance of this power for some years after the testator's death, and incurred debts in relation thereto. The testator's estate was being administered by the Court in an action commenced by the beneficiaries against the trustees, and in the taking of the trustees' accounts it was found that one of the trustees was a defaulter to the extent of 900*l.*, but the two other trustees had clear accounts. In answer to an inquiry directed in the action, the master certified what debts were properly incurred by the defendants in carrying on the testator's businesses after his death.

This was a summons in the action taken out by a firm of certified creditors asking that the debts found due from the defendants to them and to the other certified creditors might be paid out of moneys standing in court to the credit of the action, and representing part of the testator's estate.

*P. O. Lawrence, K.C., and Hon. M. M. Macnaghten, for the applicants.*

*Warrington, K.C., and T. T. Methold, for the plaintiffs.*  
*Church, for the defendants.*

KERWICK J. said that the question was whether the creditors of the business were entitled to rank against the trust estate by subrogation to the rights of the trustees, or whether they were precluded by the fact that one of the trustees had been found to be a defaulter. The applicants had a claim against the three trustees, and they might sue all three or any two or any one of them, but they were also entitled to be subrogated to the trustees' right of indemnity. In order to ascertain the rights of the applicants it was necessary to examine the position of the trustees. Each of these trustees who had acted properly was entitled to be indemnified against the debts properly incurred in the performance of the trusts imposed upon them. That was entirely independent of the question whether another trustee had been found to be a defaulter or had committed a breach of trust. In his Lordship's opinion, applying the principle laid down in *In re Johnson*, (1880) 15 Ch. D. 548, and in *Dowse v. Gorton*, [1891] A. C. 190, the applicants were entitled to payment out of the trust estate, notwithstanding that one of the trustees owed money to the estate.

*Solicitors: Mellor & Coleman; Bolton & Co.; Thomas Ingle.*  
H. B. H.

Farwell J. *In re SELOT'S TRUST.* Jan. 16.

*Fund in court—French subject entitled—French law—Status—"Prodigal"—"Conseil judiciaire"—Code Napoléon, § 513—Payment out—Conflict of laws.*

Under the will of a testator, who died in England in 1901, one Portier became entitled to a sum of about 10,000*l.*, which represented his share of the residuary personal estate of the testator. Portier, who was born in 1866, was a French subject resident in Paris. In 1895, in consequence of his very extravagant habits, he was, by an order of a French Court of competent jurisdiction, made on the application of his relatives, placed as a "*prodigue*" (prodigal) under the control of a "*conseil judiciaire*" (legal adviser). By this order, which was still in force, Portier was, pursuant to § 513 of the Code Napoléon, debarred from pleading, compounding, borrowing, receiving movable property or giving discharges therefor, alienating or mortgaging his possessions, without the intervention of his "*conseil judiciaire*." Under these circumstances the trustees of the will paid the money into court; and Portier now applied for its payment out to himself on his sole receipt.

*Butcher, K.C., and J. D. Israel, for the applicant.* Portier, being of full age, cannot be deprived of his ordinary rights in this country by the special provisions of the French law: *Worms v. De Valdor*, (1880) 28 W. R. 346.

*Jenkins, K.C., and J. D. Israel, for mortgagees of the fund,* supported this contention.

*Bramwell Davis, K.C., and Gatey, for the conseil judiciaire.* Although this Court may not be bound by the order of the French Court, it will, by the comity of nations, give effect to and follow that order. There is no objection to the applicant receiving the income of the fund, but the capital should remain in court, and be invested for his benefit.

*Stanley Fisher, for the trustees of the will.*

FARWELL J. held that the case was governed by the decision of Fry J. in *Worms v. De Valdor*, and he should follow it. There would be an order for payment out of the fund to Portier; and the mortgagees were entitled to receive their principal, interest, and costs.

*Solicitors: Lumley & Lumley; Kingsford, Dorman & Co.; Knapp Fisher & Sons.*  
H. L. F.

Joyce J. *HOUNSELL v. DUNNING.* Jan. 15, 16, 17.

*Statute of Limitations—Real property—Action to recover land—Person under disability—Claim by husband and wife in right of wife—Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), ss. 3, 5.*

Henry Hine Ball, who died intestate on the 26th of December, 1869, was at the time of his death entitled to certain copyhold hereditaments held of the manor of Taunton, in the county of Somerset. He left surviving him his widow Jemima Ball and children, of whom Philip Ball was his eldest son. According to the custom of the manor, Jemima Ball was his customary heiress-at-law. Jemima Ball died on the 7th of January, 1870, having by her will devised to the plaintiff Mary Hounsell and to Henrietta Ball all and singular the share and premises of her late husband's estate that she took, or to which she was entitled on his decease, to be divided between them share and share alike; and the testatrix appointed the plaintiff G. C. Hounsell (the husband of Mary Hounsell) to be her executor.

On the death of Jemima Ball it was erroneously assumed that the copyholds in question devolved upon Philip Ball as the customary heir of H. H. Ball, and from that time the rents were collected by G. C. Hounsell, and applied by him in the maintenance and education of Philip Ball until he attained twenty-one, in 1878, when Hounsell accounted to him for the rents, and handed over to him the title-deeds of the property.

In 1871 the property was enfranchised, the expenses of the enfranchisement being paid out of the rents of the property.

It was subsequently discovered that at the death of H. H. Ball the property in fact devolved upon Jemima Ball; and on the 25th of September, 1900, this action was brought by Hounsell and his wife in right of his wife claiming to be entitled to an equal undivided moiety of the property as devisee under the will of Jemima Ball. The defendants were the executors and devisees in trust for sale of all the real estate of Philip Ball, who had remained in possession of the property until his death on the 27th of November, 1890.

The defendants contended that the plaintiffs' claim was barred by the Statutes of Limitation.

*Younger, K.C., and Beddall, for the plaintiffs.*

*Hughes, K.C., and A. Adams, for the defendants.*

JOYCE J. held that the plaintiffs' right accrued at the death of Jemima Ball on the 7th of January, 1870. Philip Ball was in possession through Hounsell from the death of Jemima Ball. The plaintiffs never got possession, and consequently were barred from any claim against the property by sect. 5 of the Real Property Limitation Act, 1874, more than thirty years having elapsed before the bringing of the action.

*Solicitors: Pakeman & Read; Surr, Gribble & Oliver, for Easton & Channer, Taunton.*  
G. A. S.

Joyce J.

Jan. 13, 14, 15, 16, 20.

## IRELAND v. HART AND OTHERS.

*Company—Shares—Registration—Transfer—Transfer in blank—Equitable mortgage of shares—Notice—Priority.*

The plaintiff in this action, Lucy Eveline Ireland, claimed a declaration that 180 fully paid shares in Samuel Kidd & Co., Limited, which stood registered in the name of her husband, the defendant H. C. Ireland, were held by him as trustee for her. The shares in question were transferred by the plaintiff to her husband for the purpose of enabling him to attend and vote at meetings of the company.

Prior to 1901 the defendant Ireland executed under seal a blank transfer of the shares, which he handed, together with the share certificate, to the defendant Hart by way of security for a loan to himself. On the 23rd of November, 1901, Hart, having filled up the blank transfer in his own name, left it, together with the certificate, at the company's offices for registration. On the 26th of November the managing director of the company had an interview with the defendant Ireland with reference to the transfer, the amount of the consideration inserted therein not appearing to be the full value of the shares, and Ireland informed him that Hart was not entitled to have the shares registered in his name. On the 27th of November the directors of the company held a meeting at which the subject of the registration of the shares was mentioned, but the transfer was not formally before the board, and no resolution

was passed. On the same day the writ in this action was issued, and an interim injunction was granted restraining the transfer of the shares. The company had notice of these proceedings after the meeting of the 27th, and they had had no previous notice of Mrs. Ireland's title.

Art. 30 of the company's articles of association provided that transfers should be signed by transferor and transferee, and that the transferor should be deemed to remain the holder until the name of the transferee was entered on the register.

By Art. 31 transfers were to be in writing in the usual common form, or in a form prescribed by the article, or as near thereto as circumstances would admit. Art. 33 provided that transfers should be left for registration with the certificate and such other evidence as the company might require to prove the title of the transferor, or his right to transfer the shares.

*Hughes, K.C., and C. T. Mitchell, for the plaintiff.*

*Goodman, for the defendant Hart, contended that he was a bonâ fide purchaser for value of the shares without notice of the plaintiff's title.*

JOYCE J. held, on the authority of *Société Générale de Paris v. Walker*, (1885) 11 App. Cas. 20, and *Moore v. North Western Bank*, [1891] 2 Ch. 599, that on the 27th of November Hart had not a present, absolute unconditional right to registration; consequently that he had not acquired a legal title to the shares, and Mrs. Ireland's prior equitable title must prevail.

Solicitors: *S. J. R. Stammers; S. M. Jones.*

G. A. S.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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 Motion to commit directors of defendant company for breach of undertaking. Defendants ordered to pay costs.

MONDAY, January 27.

*Driscoll v. Boyton.* Appeal from Kekewich J. Dismissed.  
*Plymouth and Dartmoor Railway Company v. Great Western Railway Company.* Appeal from Kekewich J. Dismissed.  
*In re Handman & Wilcox.* Appeal from Buckley J. Part heard.

WEDNESDAY, January 29.

*In re Pitt-Rivers. Scott v. Pitt-Rivers.* Appeal from Kekewich J. Allowed.

THURSDAY, January 30.

*Deverges v. Sandeman.* Appeal from Farwell J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. *In re SCHMARR.* Jan. 23.

*Practice—Costs—Compulsory purchase of land under special Act—Petition for payment of purchase-money out of court—Jurisdiction—"Express provisions"—Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), s. 80—Supreme Court of Judicature Act, 1890 (53 & 54 Vict. c. 44), s. 5.*

Appeal against an order of Byrne J. that the London County Council should pay the costs of a petition for the payment out of court of 1000*l.*, which the council had paid in as the purchase-money of land which they had taken compulsorily under the provisions of the London County Council (Improvements) Act, 1897, with which the Lands Clauses Consolidation Act, 1845, was incorporated. The money was paid into court under sect. 76 of the latter Act, by reason of the wilful neglect of Schmarr, the owner of the land, to make out a title thereto. The compensation was assessed by a jury. The petition was presented by a person who had a charge upon the fund, and

among the respondents were other persons who had obtained charges on the fund. Byrne J. ordered that the London County Council should pay the costs of and incident to the petition of the petitioner and the incumbancers. The London County Council appealed.

*Upjohn, K.C., and F. Thompson,* for the appellants.  
*Sheldon and Ralph Combe; Edward Ford; and G. T. Sills,* for the various respondents.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal. Without deciding whether sect. 80 of the Lands Clauses Consolidation Act, 1845, applied under the circumstances of the case, they held that that section contained no "express provision," as to these costs, and, consequently, sect. 5 of the Act of 1890 gave the Court power to order payment of these costs.

Solicitors: *W. A. Blaxland; Stileman & Neate; G. Coote; Walter Thompson.* W. L. C.

C. A. HUNT v. LUCK. Jan. 23.

*Vendor and purchaser—Title—Adverse rights—Notice by tenancy—Conveyancing Act, 1882 (45 & 46 Vict. c. 39), s. 3.*

Appeal by the plaintiff against the decision of Farwell J., [1901] 1 Ch. 45.

The plaintiff, who was the real representative of Dr. Hunt, her deceased husband, claimed to set aside on the ground of fraud some conveyances of freehold land which he had executed to one Gilbert. The defendants were, the real representative of Gilbert, who was dead, and some persons to whom Gilbert had mortgaged the property. The mortgagees had not actual notice of the title of Hunt, but it was alleged that they had constructive notice because they did not make inquiries of the tenants of the property. Farwell J. held that the mortgagees had not constructive notice, and he dismissed the action as against the mortgagees. The plaintiff appealed.

*Upjohn, K.C., and W. F. Webster,* for the plaintiff.  
*Hughes, K.C., Rufus Isaacs, K.C., and Charles Church,* for the mortgagees, were not called upon.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal. They were of opinion that Farwell J. had stated the law accurately as it stood independently of the Conveyancing Act, 1882. They also held that sect. 3 of that Act did not impose on a purchaser or mortgagee the obligation of making inquiries of a tenant as to the interest of his lessor. Any reasonable inquiry made by the mortgagees would not have brought to their knowledge the title of Dr. Hunt.

VAUGHAN WILLIAMS L.J. said that he thought the explanation of *Mumford v. Stohwasser*, (1874) L. R. 18 Eq. 556, given by Farwell J., [1901] 1 Ch. at p. 51, was right—viz., that when Jessel M.R. stated the law as he did at p. 562, his memory had failed him. His statement to the effect that notice of a tenant's possession was notice of his lessor's title could not be accepted as accurate, unless this Court was prepared to overrule the decision of the Privy Council in *Barnhart v. Green Shields*, (1853) 9 Moo. P. C. 18, 32.

Solicitors: *Henry H. Fanshawe; Leslie & Hardy, for Sayer & Colt, Hastings.* W. L. C.



# High Court of Justice.

## CHANCERY DIVISION.

Kekewich J. *In re BRADSHAW.* Jan. 21, 22.

*BRADSHAW v. BRADSHAW.*

*Will—Power—Appointment void for remoteness—Election—Covenant as to mode of execution of testamentary power—Originating summons—Administration—Costs out of estate—Costs “as between solicitor and client”—Rules of the Supreme Court, 1883, Order LXV., r. 27 (29), (Rules of the Supreme Court, Jan. 1902, r. 10).*

W. B. by his will gave a part of his estate upon trust for the children or issue of his son A. B. as A. B. should by will appoint, and in default of appointment for the children equally. A. B., on the occasion of his second marriage, covenanted with the trustees of his settlement to exercise the testamentary power in a particular way. By his will A. B., in execution of the power, made an appointment in favour of a son of his for life, and at the son's decease for his children “then living,” and a like appointment in favour of a daughter for life, and for her children; and he also bequeathed property of his own in a similar manner. It was admitted that the appointments subsequent to the life interests were void for remoteness. The Court was of opinion that the covenant was not satisfied by the terms of the will. Two questions arose for argument, namely, first, whether the son and daughter of A. B. were respectively bound to elect as between their life interests in the property of A. B. and the property which would devolve on them as in default of appointment; and, secondly, whether the covenant as to the execution of the testamentary power was enforceable against the estate of A. B. The case came on to be heard on an originating summons raising numerous questions.

*Warrington, K.C., and R. J. Parker, for the plaintiff.*

*Renshaw, K.C., and Vaughan Hawkins; P. O. Lawrence, K.C., and G. Cave; Hughes, K.C., and Stewart-Smith; Hull, Gatey, and E. Beaumont, for the defendants.*

KEKEWICH J. upon the first point held that a case of election arose. There was no apparent distinction in principle for the present purpose between an appointment which failed by reason of remoteness and one which failed because it was in favour of a person who was not an object of the power, and if election arose in the one case, it must in the other. *In re Warren's Trusts*, (1884) 26 Ch. D. 208, and *Wollaston v. King*, (1868) L. R. 8 Eq. 175, were not really decisions in point; and *Re Hancock's Trusts*, (1889) 23 L. R. Ir. 94, was based on a misconception as to the effect of those decisions, and was therefore no guide to the Court. On the second point his Lordship referred to *Thacker v. Key*, (1869) L. R. 8 Eq. 408; *Bulfeel v. Plummer*, (1870) L. R. 6 Ch. 160, and *Palmer v. Locke*, (1880) 15 Ch. D. 294, at p. 301, and held that the covenant was void and could not be sued on. The intention of the donor of such a power was that the donee should keep the exercise of it under his own control until his death, and therefore it was not competent to the donee to bind himself by anticipation to exercise the power in a particular way.

The question of costs being then mentioned, his Lordship

said that it was his practice on the hearing of an originating summons of this kind brought by trustees, or brought by a beneficiary and adopted by the trustees as equivalent to an administration, to allow the costs of all parties out of the estate as between solicitor and client. It had been suggested that, in view of the new rule on the subject (rule 10 of the Rules of the Supreme Court, January, 1902, substituted for Order LXV., r. 27, regulation 29), it was no longer necessary to use the words “as between solicitor and client.” His Lordship read the rule, and said that it seemed to him that it did not do away with the necessity for directing on a summons of this kind that the costs should be paid as between solicitor and client, and he doubted very much whether, if the costs were simply directed to be paid out of the estate, the taxing master would allow all the costs as between solicitor and client.

Solicitors: *Kingsford, Dorman & Co.; Smythe & Brettell.*

C. C. M. D.

Kekewich J. Jan. 24.

*KEATINGE v. PARINGA CONSOLIDATED MINES, LIMITED.*

*Company—Shares—Commission—Issue of shares at discount—Companies Act, 1900 (68 & 64 Vict. c. 48), s. 8.*

A company passed a resolution altering their articles of association by providing that it should be lawful for the company to pay a “commission” to any person in consideration of his subscribing for shares, but such “commission” should not exceed the amount or rate of 90 per cent. In submitting this resolution to the meeting the chairman stated that it was proposed to issue 120,000 shares “at a price which will be equivalent to 3s. per share, a little more than the market price to-day—that is to say, the shares will be issued at par and a bonus returned to each applicant of 70 per cent. of the par value, leaving, as I said, a net value of 3s. per share. It is further proposed to guarantee half of this issue, and this will ensure to us 9000l., and a net sum, after paying the commission of 10 per cent. on that issue, of 8100l.” An action was brought on behalf of shareholders, and the Court was moved for an injunction to restrain the company and its directors from issuing or attempting to issue any of its shares upon the terms of paying the subscribers a commission at the rate of 90 per cent., or at any other unreasonable rate, or on any other terms of payment colourably amounting to payment or allowance of a discount.

*Renshaw, K.C., and Gore Browne, for the plaintiff.*

*P. O. Lawrence, K.C., and George Lawrence, for two directors. Warrington, K.C., and Chester, for the company, submitted that what was proposed to be done was authorized by the Companies Act, 1900, s. 8.*

KEKEWICH J. held that what was proposed was in fact the issue of shares at a discount. The Act of 1900 authorized the payment of commission, and his Lordship saw no reason why a company should not pay a man 90l. for taking a 100l. share. But the Act did not authorize the issuing of shares at a discount, which remained as illegal as it ever was. All the facts of the case, and in particular the fact that a genuine commission of 10 per cent. was to be paid, shewed that this was a colourable attempt to issue shares at a discount. His Lordship, therefore, granted an injunction.

Solicitors: *Vallance, Birkbeck & Barnard; Sutton, Ommamney & Rendall; Courtney, Croome, Son & Finch.* C. C. M. D.

Byrne J. *In re W. KEY & SON, LIMITED.* Jan. 22.

*Company—Bankruptcy of shareholder—Lien and transmission clauses in articles—Claim to lien for bankrupt's debt—Right of trustee to registration and share certificate free from reference to the claim—Companies Act, 1862 (25 & 26 Vict. c. 89), ss. 25, 30, 35; Sched. I. Table A, clauses 2, 13.*

T. H. Norris held 4000 fully paid shares in the company, and a certificate stating that they were fully paid up and were held "subject to the memorandum and articles of association" of the company. Norris was adjudicated a bankrupt, and A. E. Preston, the trustee in his bankruptcy, applied to the company for registration of his own name as that of the holder of the shares. The company refused to register his name except upon the terms that the register of shareholders and the new share certificate should each contain a note or memorandum to the effect that on all the shares the company claimed a lien under its articles of association for the debts, liabilities, and engagements of Norris to the company. Preston then moved, under sect. 35 of the Companies Act, 1862, for rectification of the register by inserting his name as holder of the shares in the place of Norris's name. After service of the notice of motion the company placed Preston's name on the register together with the memorandum objected to.

The articles of association contained a clause giving the company a first and paramount lien on the shares registered in the name of each member for his debts, liabilities, or engagements to or with the company, and empowered the directors to decline to register any transfer of shares upon which the company had a lien. The articles also adopted certain clauses of Table A in the 1st schedule to the Act of 1862, including clause 2 (as to the shareholder's right to a certificate) and clause 13 (the transmission clause).

An action was pending by the company against Preston to enforce the lien, and the defendant had delivered a defence repudiating the claim to a lien.

*Levett, K.C., and Frank Evans, for the applicant.*

*R. F. Norton, K.C., and M. Muir Mackenzie, for the company.*

BYRNE J. said he did not think it would be disputed that the certificate ought to be in accordance with the register. There was no special article as to transmission, and clause 13 of Table A applied. Sect. 25 of the Act of 1862 stated what was to be entered on the register of members, and sect. 30 forbade the entry on it of any trusts, and clause 2 of Table A gave the right to a certificate containing certain particulars. Primarily a person taking by transmission had the right to be registered in the same way as his predecessor had been, and to have a certificate in the same form. It was contended for the company that it might put anything on the register which was not absolutely mischievous to the shareholder and was put on in good faith; that a new board or new secretary might forget all about the claim to a lien if the memorandum was not on the register, and that a "clean" certificate, i.e., one without such a memorandum, might estop the company from setting up the lien. He should be sorry to say anything to suggest that there would be any estoppel. The directors had power to decline to register a transfer of shares on which the company had a lien, and the memorandum, while unnecessary for the protection of the company, would be detrimental to the trustee in bankruptcy. The register must be rectified by striking out any reference to the

specific claim. That was all that had to be done on the application; but it seemed to him that the form of the certificate must follow the form of the register as rectified.

Solicitors for the applicant: *Ward, Perks & McKay.*

Solicitor for the company: *W. H. Court, for Albin Hunt & Fourmy, Chesham.* F. E.

Byrne J. Jan. 23.

*In re LONDON AND GLOBE FINANCE COMPANY.*

*Company—Winding-up—Public examination—Questions by creditors and contributories—Discretion of Court as to allowing—Companies (Winding-up) Act, 1890 (53 & 54 Vict. c. 63), s. 8.*

At the public examination of Whitaker Wright, formerly the managing director of the company being wound up, counsel appearing for two contributories of the company were about to put questions to the witness with reference to an alleged verbal agreement as to the purchase of large blocks of shares in another company when the official receiver and liquidator objected to the questions on the ground that an action with reference to the same transaction was pending, in which the company was plaintiff and to which certain members of the Stock Exchange were parties, and that the answers to the questions might prejudice the company's position in the action. The action had been continued with the sanction of the Court. The registrar before whom the examination was being taken refused to allow the questions to be put, and the contributories applied to the Court by motion for its decision whether the questions should be allowed or disallowed. Some doubt was expressed as to whether the application should be by motion, but no objection was taken by the official receiver to the form of the application.

*T. Terrell, K.C., and W. Stewart, for the applicants.*

*Gore-Browne, for the official receiver and liquidator.*

*Muir Mackenzie, for Whitaker Wright, said the witness had not yet objected to answer, but had been served with the notice of motion. He supported the view of the official receiver.*

BYRNE J. said that in substance the question was whether the applicants were entitled to ask questions as to a matter involved in a litigation between the company and certain gentlemen in whose affairs the applicants took an interest. The position of the official receiver was that he, acting for the general body of the creditors and contributories, with the assistance of a committee and with a due sense of his official position, thought it detrimental that such questions, as Mr. Terrell had instanced, should be asked. The examination was under sect. 8 of the Act of 1890, and might be taken before a registrar in bankruptcy, who, except as to costs, had the powers of the Court under sub-sect. 7. Under that sub-section it was the witness's duty to answer all such questions as the Court might put or "allow to be put to him." The applicants said that, having regard to the phraseology of sub-sect. 3, the registrar had no discretion to disallow questions to be put to a witness which related to "the promotion or formation of the company, or as to the conduct of the business of the company, or as to his conduct and dealings as director or officer of the company." It was said that the section was punitive only, and different from sect. 115 of the Act of 1862, which was for the discovery of assets. One of the objects of sect. 8 was punitive

in the sense that it intended that fraudulent persons should under sub-sect. 3 be exposed to public examination, and should not be sheltered by the examination being in private. Sub-sect. 7 shewed that the section was also to enable persons mixed up with fraud to discharge themselves from it. But he could not agree that the section was not also meant for the benefit of the creditors and contributories. On the other hand, it made more effectual the additional remedy for wrongful acts given or rather continued by sect. 10 of the Act of 1890. Moreover, sect. 8 contemplated the responsibility of a public official as being of assistance to the Court, and to persons who had been injured by the company's officers and others. Sub-sect. 7 shewed that a discretion was reposed in the person before whom the examination was taken, and that discretion was not limited to disallowing questions as to matters not coming within the words of sub-sect. 3 which had been read. His Lordship said he was not going to define the metes and bounds of the discretion, but it was to be judicially exercised having regard to all the circumstances. For example, if a witness had been examined at great length by one or two or three sets of persons, the Court might say it was unreasonable to go on asking the questions over again. Or the Court might say that it was abusive to question with a view merely to satisfy private vindictiveness, or might disallow questions not put *bonâ fide* for the benefit of the creditors, the contributories, or the public. He was far from saying that it would be a proper exercise of the discretion to disallow questions simply because there was litigation to which the company or the liquidator was a party. Each case must be governed by its own circumstances. In the present case he was satisfied that the proposed questions were not *bonâ fide* in the interests of the company, its creditors or contributories, but were to be put in the interest of the persons who were litigants with the company; and the liquidator, representing the shareholders and the public, and expressing the opinion that, at the present stage, to allow the questions would be injurious, the questions must not, at any rate at present, be put. The applicants would have to pay the witness's costs of the application.

Solicitors: *George Terrell & Terrell; Burn & Berridge; Hollams, Sons, Coward & Hawksley.* F. E.

Byrne J. **PEPPERELL v. HIRD.** Jan. 25.

*Practice—Summons for directions—Interlocutory proceeding—Order in chambers dismissing action—Notice of application to master—Jurisdiction—Rules of the Supreme Court, Order xxx., rr. 1, 2, 4, 5.*

In this action the usual summons for directions under Order xxx., r. 1, had been taken out, and a statement of claim delivered.

On the 5th of December, 1901, an order had been made in chambers, on the application of the defendant upon notice under Order xxx., r. 5, dismissing the action with costs, on the ground that the statement of claim disclosed no reasonable cause of action and was frivolous, unless within fourteen days an amended claim was delivered. On the 19th of December an amended claim was delivered.

On the 9th of January, 1902, an order was made in chambers on the application of the defendant, upon a similar notice

under rule 5, dismissing the action with costs on the ground that the amended statement of claim disclosed no cause of action and was frivolous. The plaintiff did not appear in chambers on the hearing of the application when this last-mentioned order was made, but now moved to discharge this order as irregular.

The plaintiff appeared in person.

*E. Clayton*, for the defendant.

BYRNE J. held that there was jurisdiction to make the order dismissing the action, and that the application had been rightly made by the defendant by means of a notice under rule 5 for subsequent directions, this being an interlocutory matter within the decision of the Court of Appeal in *Horton v. Bosson*, (1899) 80 L. T. 435. The motion to discharge therefore failed, and must be dismissed with costs.

Solicitors: *Stanley Evans & Co.*

W. C. D.

Farwell J. Jan. 18.

**BOND v. BARROW HEMATITE STEEL COMPANY.**

*Company—Dividends—Loss of capital—Profits available for distribution—Expert evidence—Directors' discretion.*

Witness action.

This was an action by preference shareholders to obtain payment of their fixed cumulative preference dividends.

The defendants contended (*inter alia*) that, owing to a realized loss on circulating capital and the depreciation shewn by a valuation of the company's assets, there were no profits available for distribution.

*Jenkins, K.C.*, and *Kirby*, for the plaintiffs.

*Butcher, K.C.*, and *Cassel*, for the defendants.

FARWELL J. held that, having regard to *In re National Bank of Wales*, [1899] 2 Ch. 629, reported on appeal as *Dovey v. Cory*, [1901] A. C. 477, the question whether there were profits available for distribution must be answered according to the circumstances of each particular case, the nature of the company, and the evidence of competent witnesses. In the present case that evidence shewed that the loss and depreciation ought to come into the profit and loss account before any profit could be said to be earned, and in that case there was nothing left to distribute. In a matter of this kind, depending on evidence and expert opinion, it would be a very strong measure for the Court to override the discretion of the directors. The action therefore failed.

Solicitors: *Frederick Walker & Pettitt; Currey, Holland & Currey.* G. R. A.

Farwell J. Jan. 28.

**AMERICAN STEEL AND WIRE COMPANY v. GLOBE & Co.**

*Patent—Practice—Infringement action—No evidence offered by plaintiffs—Action dismissed—Particulars of objections—Certificate of reasonableness—Costs—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 29, sub-s. 6.*

Witness action.

This was an action to restrain the infringement of a patent.

On the case coming on—

*Moulton, K.C.*, and *Walter*, for the plaintiffs, offered no evidence, and the action was consequently dismissed with costs.

*Thomas Terrell, K.C., Jenkins, K.C., and R. Frost, for the defendants, asked for a certificate that their particulars of objections were reasonable and proper within the Patents, Designs, and Trade Marks Act, 1888, s. 29, sub-s. 6.*

*FARWELL J. Mandleberg v. Morley, [1895] W. N. 9; 12 Rep. Pat. Cas. 35, which is exactly in point, shews conclusively that in the absence of evidence I cannot grant a certificate, and that it is not the practice of the Court to hear evidence for that purpose only.*

*Solicitors: Sutton, Ommaney & Rendall; Haynes & Claremont.*  
G. R. A.

Buckley J. Nov. 8, 9, 1901; Jan. 21.

*In re TRENCHARD.*  
TRENCHARD v. TRENCHARD.

*Settled land—Tenant for life—Forfeiture clause—Non-residence—Validity of condition—Compromise—Sale of tenant for life's interests—Investment—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 50, sub-s. 1; s. 51, sub-s. 1.*

E. P. Trenchard by his will gave to his wife "the use of my residence Woodville aforesaid so long as she shall desire to make it her permanent place of residence and shall remain my widow, my estate to pay all rates, taxes, and outgoings in respect thereof and to keep the house and grounds in tenantable repair." He also gave her the use of the effects in the house during residence, and 300*l.* worth of them if she ceased to reside. He devised and bequeathed his residuary real and personal estate to trustees upon trust for sale and conversion, and then for his children and their issue, and directed that the income of the shares of his daughters should be paid to them during coverture without anticipation, and that after their deaths the capital should be divided among their children. He further authorized the trustees to postpone the sale of Woodville, and to develop it as a building estate.

Mrs. Trenchard took possession of Woodville and resided there; but difficulties arose in connection with the outgoings, management, and development of the estate, and she asked the trustees to come to some arrangement with respect to her interests under the will.

Bryne J. decided, on a summons taken out by one of the trustees, that Mrs. Trenchard had the powers of a tenant for life under the Settled Land Act, and that she would not forfeit the benefits given to her by the will if she sold or leased the house under those powers, and in that way ceased to reside. An agreement had been arrived at whereby Mrs. Trenchard, whose interests were estimated at 350*l.* a year, agreed to release them to the trustees in consideration of an annual payment of 275*l.* during her widowhood. She took out a summons asking for the determination of the question whether the trustees had power to enter into this compromise, and, if they had that power, for the sanction of the Court to it.

*Astbury, K.C., and J. Bradford, for Mrs. Trenchard.*

*W. M. Hunt, for married daughters and their infant children.*

*E. Clayton, for the trustees.*

BUCKLEY J. held that the condition as to residence was not entirely void, so as to entitle the widow to retain her interests whether she resided or not. It was only void under sect. 51, sub-sect. 1, of the Settled Land Act, 1882, as far as it tended

to prevent the exercise of the powers of the tenant for life. Therefore, if Mrs. Trenchard ceased to reside otherwise than by the exercise of those powers she would forfeit her interests. Under sect. 50 she could not assign her powers, but there was nothing to prevent her from selling her beneficial interests in the manner proposed. The result would be that she would cease to reside and would forfeit her interests; but she would receive the value of them in the shape of the annuity of 275*l.* There was no question of investment on improper securities by the trustees. The effect of the transaction would really be to relieve the testator's estate from part of the payments to which it was subject. The compromise was for the benefit of all parties, was within the power of the trustees, and must be sanctioned.

*Solicitors: Harston & Bennett; Ward, Perks & McKay.*

H. C. R.

Joyce J. 1901—Oct. 31, Nov. 1, Dec. 12; 1902—Jan. 22.

*In re HARGREAVES.*  
HARGREAVES v. HARGREAVES.

*Will—Gift of income of residue to children for life in equal shares subject to annuity to widow—Advances—Hotchpot—Interest.*

The testator by his will dated in 1880, after giving certain legacies, bequeathed his residue to trustees upon trust to pay out of the income thereof an annuity of 2000*l.* per annum to his widow for life, and subject thereto to hold his residuary estate and the income thereof upon trust to divide the same into as many shares as there should be children of the testator living at his death, and to stand possessed of each child's share upon trust to pay the income thereof to such child for life, and after his or her death to hold the capital of such share in trust for his or her children as therein mentioned. And the testator declared that if he should during his lifetime advance any sum exceeding 1000*l.* to any of his children, the sum so advanced should be treated as part of the capital of the original share the income of which was given to such child, and be brought into hotchpot and accounted for accordingly.

The testator died on the 3rd of July, 1887, leaving his widow and six children him surviving. Three of the children had received advances during the testator's lifetime, and three were unadvanced.

The testator's widow died in March, 1900.

For the purpose of dividing the income the trustees had, in calculating the amount of the share to which each child was entitled, treated the advanced children as liable, not only to bring the amount of their respective advances into hotchpot, but also to pay interest on their advances as from the date of the testator's death; and they had charged them with interest at the average rate which the whole estate had in fact yielded since the testator's death.

The question raised upon this summons was whether the principle adopted by the trustees was right, or, if not, upon what principle the income of the estate ought to be divided.

*Sampson, for the trustees.*

*Younger, K.C., and Vaughan Hawkins, for the advanced children, contended that interest ought not to be charged upon the whole of the advances, but only upon so much thereof as was proportionate to the share of the unadvanced children in*

the free residue after providing for the annuity. If the testator had given the widow the whole of his residuary estate for life, then no interest would have been chargeable on the advances until after her death: *In re Bees*, (1881) 17 Ch. D. 701. The same principle ought to be adopted in a case where, as here, an annuity, or in other words a life estate in a portion of the residue, was given to the widow. Interest ought not, therefore, to be debited upon so much of the advances as should be treated as appropriated to the fund necessary to produce the annuity. With regard to the rate of interest, the rate yielded by the whole estate was immaterial. It might have been very high, or the reverse. The only fair way was to adopt the rate allowed by the Court, which upon the authorities was now 3 per cent.: *In re Lambert*, [1897] 2 Ch. 169.

*Hughes, K.C.*, and *Brinton*, for the unadvanced children, contended that in order to produce equality the advanced children should be debited with interest upon the whole of the advances as from the testator's death, and that the fair rate of interest was that earned by the whole estate, or, in the alternative, 4 per cent.

JORGE J. held that the advanced children must be debited with interest at 4 per cent. on the amount of their respective advances as from the testator's death down to the time when the estate was fully ascertained, and might have been allotted in shares, leaving open for the present the question when that was, and leaving open also the question whether the interest, if any, to be debited upon the advances at a later date should not be at a lower rate. His Lordship did not think that *Stirling J.* had, in *In re Lambert*, decided, or intended to decide, that the rate of interest to be debited upon advances between the death of the testator and the actual distribution was in every case to be 3 instead of 4 per cent., as formerly.

Solicitors: *Howard Woolley & Co.*; *Cheston & Sons*; *Chester, Browne & Griffiths*.  
G. A. S.

Swinfen Eady J. GREENWELL v. PORTER. Jan. 21.

*Company—Executors and directors holding shares—Agreement to vote in a particular way.*

Motion by the plaintiff in an action against Jane Porter, widow, and John H. Porter, Stanley Porter, and William A. Miller, that the defendants and each of them, their proxies and agents, might be restrained by injunction, until the hearing of the action or further order, from voting at the poll to be taken on the 26th of January, 1902, or on any other date on which the same might be fixed, pursuant to the demand for a poll made by or on behalf of the defendants at the ordinary general meeting of a brewery company, held on the 20th of December, 1901, against the resolution for the re-election of T. Trevor White as a director of the company, or from otherwise voting contrary to the provisions of an agreement dated the 26th of July, 1898, and made between the defendants of the one part and the plaintiff of the other part.

*Wormington, K.C.*, *Vernon Smith, K.C.*, and *F. Whinney*, for the plaintiff.

*Eve, K.C.*, and *Jessel*, for the first three defendants.

*Ashton Cross* represented W. A. Miller, who was willing to perform the agreement and vote in favour of the re-election.

SWINFEN EADY J. said that the plaintiff did not claim to

make the defendants vote in accordance with the agreement; he only claimed to restrain them from voting against the re-election of Mr. Trevor White. The agreement was made between the four defendants, as executors and trustees of James Porter, deceased, and the plaintiff; and, after reciting that the defendants, as such executors and trustees, were entitled to certain large numbers of ordinary and preference shares in the company, and that the plaintiff was also largely interested in the company, it provided that the executors should take all steps and do all things within their power which might be required for obtaining the election as directors of the company of Aynsley Greenwell and Thomas Trevor White, and should at all times thereafter vote for and not against the re-election as directors of the same two gentlemen upon their retirement by rotation, so long as they should be willing to remain directors of the company, unless, in case of either of the two, the other four directors should concur in his not being re-elected; and that the executors should not at any time, except with such concurrence as aforesaid, vote for the removal of either of the two, and should not, except with such concurrence as aforesaid, take any steps or do any acts to induce or compel them or either of them to relinquish their or his office of director, but should at all times, to the best of their ability, by their votes and otherwise, support them and each of them in their office; and each of the defendants further agreed that the above provisions should apply to him or her and to any shares then or at any time thereafter held by him or her in his or her own personal capacity, and not only as such executor and trustee as aforesaid. The action had been brought to enforce these provisions as to voting. The agreement had been entered into as part of the consideration on the sale of a large block of shares to the plaintiff at a good price. The executors thought it was for the interest of their testator's estate that the shares should be sold, and the plaintiff had stipulated for the agreement. Three of the executors sought to evade performance of the agreement. Their first ground was that it was *ultra vires* and a delegation of their powers as executors. But the shares were not tied up, and the provisions of the agreement only applied while the defendants held the shares. The realization of the estate was not postponed in respect of these shares. The arrangement was for the benefit of the estate, and it was within the powers of the executors. Next it was said that, as to the shares held by some of the defendants in their individual names, the fact of their being directors of the company prevented them from binding themselves by such an agreement. But there was no authority for such a proposition, and it could not be supported. Then it was said that the effect of granting the injunction would be to make Mr. Trevor White a director for three years, although at the trial a different decision as to the agreement might be arrived at. But Mr. Trevor White had agreed to undertake that if the Court at the trial so directed he would resign the office of director and offer himself for re-election at the next ordinary meeting, and on his signing an undertaking to that effect in the registrar's book the injunction would be granted.

Solicitors: *Markby, Stewart & Co.*; *McDiarmid & Hill*; *Gibson & Weldon*, for *F. W. Richardson*, Burton-on-Trent.

F. E.

Swinfen Eady J.

*In re* NORRIS.

Jan. 24.

*Costs — Taxation — Solicitor-mortgagee — Negotiation Fee — Mortgagees' Legal Costs Act, 1895 (58 & 59 Vict. c. 25), s. 2 — General Order under Solicitors' Remuneration Act, 1881, r. 11.*

A solicitor, who advanced money of his own for his client and took a mortgage for the amount, included in his charges a fee for negotiating the mortgage. The taxing master disallowed the item, and the solicitor applied to vary his certificate.

*Stokes*, for the solicitor.

*Gatey*, for the client.

SWINFEN EADY J. said that it had been first contended that the solicitor did not "arrange and obtain the loan" within the meaning of rule 11 of the General Order, but, the property having been mortgaged to a bank, he had arranged that the bank should be paid off and the property reconveyed, and that he should lend the money on mortgage. It was not disputed that the terms of the loan were correctly stated in the mortgage, and it must be held that the solicitor had arranged and obtained the loan. But the rule further required that he must arrange and obtain it "from a person for whom he acts." He did not

obtain it from any person, but it was said on his behalf that by the Act of 1895, when a solicitor negotiated a loan he was entitled to the scale fee although he himself was the mortgagee. The objection taken was that the statute did not apply when a solicitor, not in partnership, himself lent the money, and that there could be negotiation only when he acted for some other person. That was too narrow a construction. Sect. 2 allowed a solicitor-mortgagee to charge what he would have been entitled to receive if the mortgage had been made to a person not a solicitor. If the solicitor had not advanced the money he would clearly have been entitled to charge, and the statute entitled him to such remuneration as he would have been entitled to if he had been acting for another person. Furthermore, any other construction would not give effect to the words "either alone or jointly with any other person" in sect. 2 of the Act. The application to vary the certificate must be allowed.

Solicitors for the applicant: *Norris & Norris*.

Solicitors for the client: *Prestons*, for *Ivor Harries*, Rhayader.

F. E.

**NOTICE TO SOLICITORS.**

*With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.*

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THURSDAY, January 30.

*Summers v. Ward.* Appeal from Ridley J. Dismissed.  
*Guardians of the Poor of West Ham Union v. London County Council.*  
Appeal from Darling and Channell JJ. Dismissed.

## FRIDAY, JANUARY 31.

*Saunders v. White.* Appeal from the Lord Chief Justice and Kennedy J. Dismissed.  
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## MONDAY, February 3.

*Hill v. Mayger.* Appeal from Wills J. Dismissed.  
*Miller and Others v. Shaw, Savill and Albion Company, Limited, and Others.* Appeal from Lawrence J. Dismissed.  
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*Keates v. Woodward.* Appeal from Wills and Channell JJ. Allowed.

## TUESDAY, February 4.

*Fitzpatrick v. Evans & Co., Limited.* Appeal from Wills and Channell JJ. Dismissed.  
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*Gibbs v. Chloride Electrical Storage Syndicate, Limited.* Appeal from Bigham J. Part heard.

## WEDNESDAY, February 5.

*Gibbs v. Chloride Electrical Storage Syndicate, Limited.* Appeal from Bigham J. *Cur. adv. vult.*

## THURSDAY, February 6.

*Gibbs v. Chloride Electrical Storage Syndicate, Limited.* Appeal from Bigham J. Dismissed.  
*Glascock v. London, Tilbury and Southend Railway Company.* Appeal from Darling J. Allowed.  
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*Decerges v. Sandeman.* Appeal from Farwell J. *Cur. adv. vult.*  
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## MONDAY, February 3.

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## TUESDAY, February 4.

*Pelly v. East London Water Works Company.* Two appeals from Buckley J. Allowed.  
*Bunge v. Higinbotham & Co., Limited.* Appeal from Kekewich J. Part heard.

## WEDNESDAY, February 5.

*Automatic Machines v. United Automatic Company.* Appeal from Joyce J. Refused.  
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*Husey v. London Electric Supply Corporation, Limited.* Appeal from Kekewich J. Part heard.

## THURSDAY, February 6.

*Husey v. London Electric Supply Corporation, Limited.* Appeal and cross-appeal from Kekewich J. Appeal allowed; cross-appeal dismissed.  
*Bunge v. Higinbotham & Co., Limited.* Appeal from Kekewich J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A.

Jan. 20.

COUNTRY THEATRES AND HOTELS, LIMITED v. KNOWLES.

*Practice—Agreement to refer—Legal proceedings in respect of matter agreed to be referred—Application for stay—Step in proceedings—Summons for directions—Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 4—Rules of the Supreme Court, Order xxx., rr. 1, 2.*

Appeal from an order of a judge at chambers.

An action was brought for breach of a written contract which contained an agreement to refer matters in dispute between the parties. The defendant attended at chambers on the hearing of a summons for directions, taken out by the plaintiffs, on which an order was made that the plaintiffs and the defendant should respectively make discovery of documents. The defendant subsequently applied, under s. 4 of the Arbitration Act, 1889, for a stay, which was refused.

*Newton Crane*, for the defendant.

*Montague Lush and Randolph*, for the plaintiffs.

THE COURT (Collins M.B., Romer L.J., and Mathew L.J.) held that the defendant had taken a step in the proceedings, and was not entitled to a stay.

Solicitors for plaintiffs: *Stanley, Woodhouse & Helderwick.*

Solicitors for defendant: *Thomas Beard & Sons.*

A. M.



C. A. YATES v. TERRY. Jan. 22.

*Practice—County court—Garnishee summons—Attachment of debt—Payment into court of amount in garnishee order—Balance in hands of garnishee—Assignment—Effect of notice of assignment.*

Appeal from the judgment of a Divisional Court, reported [1901] 1 K. B. 102.

Money in the hands of the defendant was attached under a garnishee order made with respect to a judgment in the county court. The judgment debtor assigned to the plaintiff the balance of the amount in the hands of the defendant, and notice was given of the assignment. Subsequently a garnishee order was served on the defendant with respect to another judgment in the county court. The defendant paid the amount of the first judgment debt into court, and the balance of the money in his hands he paid into court under the second garnishee order. In an action by the plaintiff to recover the amount of the balance, judgment was given for the plaintiff in the county court. An appeal by the defendant to the Divisional Court was allowed. The plaintiff appealed.

*Whitty, for the plaintiff.*

*Cuthbert Smith, for the defendant.*

THE COURT (Collins M.R., Romer L.J., and Mathew L.J.) allowed the appeal on the ground that, when the first garnishee order had been satisfied by payment into court, the assignment affected the balance in the hands of the defendant which should have been paid to the plaintiff.

Solicitors: *Sharpe, Parker & Co., for Bialby & Welby, Liverpool; Field, Roscoe & Co., for Yates & Co., Liverpool.*

A. M.

C. A. *In re PITT-RIVERS.* Jan. 29.  
*SCOTT v. PITT-RIVERS.*

*Charitable gift—Secret trust—Trust for benefit of public, but so that they should acquire no rights.*

Appeal from a decision of Kekewich J., reported [1901] 1 Ch. 352.

A testator established a museum and laid out a portion of his estate as a pleasure-ground, and maintained the same for the benefit of the public, whom he admitted thereto under certain restrictions, while reserving to himself his private rights. By his will he devised and bequeathed the museum and pleasure-ground and an annuity of 800*l.* for the maintenance of the same to his son. Kekewich J. was of opinion that the evidence of conversations and correspondence between the testator and his son and his solicitors established a secret trust, accepted by the son, to maintain the museum and pleasure-ground, and allow the public access thereto as theretofore, but so that the public should acquire no rights; and held that the intention not to give the public any rights must yield to the intention that the property should be maintained as hitherto, and that this was a trust enforceable for the benefit of the public.

The son appealed.

*Haldane, K.C., P. O. Lawrence, K.C., and W. M. Cann, for the appellant.*

*Sir R. B. Finlay, A.-G., and R. J. Parker, for the Crown.*

*Benshaw, K.C., and F. L. Wright; and Sheldon, for other parties.*

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) held that the testator's intention that the public were to have no rights was inconsistent with the creation of a charitable trust; that he never intended to create a trust in favour of the public; and that if he ever had such an intention it was not communicated to or accepted by the son; and they allowed the appeal.

Solicitors: *Kennedy, Hughes & Ponsonby; Solicitor to the Treasury; C. R. Woolley; Tatham & Pym.* H. C. R.

C. A. Jan. 30  
GUARDIANS OF THE POOR OF THE WEST HAM UNION, APPS.;  
LONDON COUNTY COUNCIL, RESPS.

*Poor law—Pauper—Parish of settlement—Addition to area—Divided Parishes and Poor Law Amendment Act, 1876 (39 & 40 Vict. c. 61)—Poor Law Act, 1879 (42 & 43 Vict. c. 54).*

Appeal from the judgment of a Divisional Court in favour of the respondents, reported [1901] 1 K. B. 720.

*Avory, K.C., and J. C. Earle, for the West Ham Union.*

*Macmorran, K.C., and Daldy, for the respondents.*

THE COURT (Collins M.R., Romer and Mathew L.J.J.) dismissed the appeal.

Solicitors for appellants: *Hillearys.*

Solicitor for respondents: *W. A. Blackland.* A. M.

C. A. SAUNDERS v. WHITE. Jan. 31.

*Bill of sale—Validity—Form in schedule—Bill of sale given by two grantors—Bills of Sale Act (1878) Amendment Act, 1882 (45 & 46 Vict. c. 43), s. 9, Schedule.*

Appeal from the judgment of a Divisional Court (Lord Alverstone C.J. and Kennedy J.) on an appeal from the decision of a county court judge on an interpleader issue.

The question on the interpleader issue was as to the validity of a bill of sale given by two grantors, who were not jointly interested in any of the goods comprised therein, but each of whom was the sole owner of a portion of those goods. The Divisional Court held, affirming the decision of the county court judge, that the bill of sale was invalid as against an execution creditor, because it was not in accordance with the form in the schedule to the Bills of Sale Act (1878) Amendment Act, 1882.

*Mattinson, K.C., and Firminger, for the claimant.*

*Duke, K.C., and J. R. Atkin, for the execution creditor.*

*Cur. adv. vult.*

Jan. 31. THE COURT (Collins M.R., Romer L.J., and Mathew L.J.) dismissed the appeal.

Solicitors for the claimant: *Biggs-Roche, Sawyer & Co.*

Solicitors for the execution creditor: *Willett & Sandford.*

E. L.

C. A. HOPE v. HOPE. Jan. 31.

*Practice—Security for costs of appeal—Form of order—Bond to be given “to satisfaction of judge in chambers.”*

In the course of the hearing to-day of a bankruptcy appeal, reference was made to the order for security of the costs of an

appeal in this action which was made on the 13th of January (*ante*, p. 4).

Their LORDSHIPS (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) now intimated that when they said that the bond given as security was "to be approved by the master," they meant that it was to be approved by the judge in chambers.

[The reporter has been informed by the solicitors for the respondent that the order as drawn up provides that the bond is to be given "to the satisfaction of the judge in chambers."]

Solicitors: *Hasties*; *Lumley & Lumley*. W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. *In re* HOWGATE AND OSBORN. Jan. 25.

*Vendor and purchaser—Title—Misdescription—Alteration of name of party in title-deed—Married woman—Trustee mortgagee—Reconveyance—Concurrence of husband—Separate acknowledgment.*

Vendor's summons under the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78).

In August, 1901, the respondent became the purchaser of certain freehold property in Leeds. The abstract of title commenced with a mortgage, dated in 1878, to three persons, of whom the third was described as William Gray. Upon comparing the abstract with the original deeds, it was found that the Christian name "William" had been erased and the names "Edward Thomas" substituted, and it appeared that the deed had not been executed by the mortgagees. The purchaser's solicitors by their requisitions asked for an explanation of this alteration, and in reply the vendor's solicitors furnished them with two statutory declarations, one by the solicitor who prepared the deed, and the other by Ann Booth, the sole surviving mortgagee. It appeared from these declarations that the name "William" was inserted in the deed by the solicitor owing to his being misinformed; that the deed was executed and registered in its original form, and that the mistake had been repeated in the recitals in subsequent deeds; that it was not known when or by whom the alteration was made; and that the real name of the third mortgagee was Edward Thomas Gray. It also appeared that the mortgagees were trustees, and that the mortgage money had been repaid to the sole surviving trustee, Ann Booth, a married woman, who had reconveyed the property to the mortgagor. It was further objected on behalf of the purchaser that Ann Booth had no power to reconvey the property without the concurrence of her husband, and a separately acknowledged deed under the Fines and Recoveries Act.

The vendor asked for a declaration that the requisitions had been sufficiently answered, and that a good title had been shewn according to the contract.

*P. O. Lawrence, K.C.*, and *R. J. Parker*, for the vendor.

*H. Greenwood*, for the purchaser.

KEKEWICH J. decided, first, that the alteration, not being material, did not avoid the deed; second, that Mrs. Booth was

a bare trustee for the mortgagor on payment of the mortgage money, under sect. 16 of the Trustee Act, 1893, and was competent to convey without the concurrence of her husband. He therefore declared that the requisitions of the purchaser had been sufficiently answered.

Solicitors: *Few & Co.*, for *Carr & Coverdale*, Leeds; *Hamlin, Grammer & Hamlin*, for *H. R. Cousins*, Leeds. H. B. H.

Kekewich J. *In re* CHISHOLM. Jan. 30.  
GODDARD v. BRODIE.

*Practice—Costs—Power of appointment—Successive appointments of specific sums—Appointment of residue.*

By a settlement dated the 9th of April, 1851, made on the marriage of the testator and his wife, certain funds were brought into the settlement by the testator and his wife, and subject to their life interests a joint power of appointment was given to them over the whole of the capital among the children of the marriage.

Among the children were four daughters—Katherine, Annie, Henrietta and Hannah.

In 1871 Katherine married F. J. L. Blackwood, and by a deed-poll dated the 18th of April, 1871, the testator and his wife, in exercise of the powers of their marriage settlement, jointly appointed that the trustees of the settlement should, from and after the decease of the survivor of the testator and his wife, stand possessed of 10,000*l.* sterling, part of the trust funds of the settlement, in trust for their daughter Katherine.

In 1879 Katherine Blackwood married H. V. Corrie, and the 10,000*l.* was assigned to the trustees of the settlement of that marriage. Corrie had since died, and there was no issue of the marriage, and in the events which happened Katherine Corrie became solely entitled to the 10,000*l.* which was re-assigned to her.

In 1877 Annie married A. Trinder, and by a deed-poll dated the 5th of September, 1877, the testator and his wife appointed 10,000*l.* in trust for her in the same form as the appointment made in trust for Katherine, and this sum was assigned by her to the trustees of her marriage settlement.

In 1886 Henrietta married R. M. Middleton, and by a deed-poll dated the 5th of October, 1886, the testator and his wife made a precisely similar appointment of 10,000*l.* in her favour, and this sum was assigned by her to the trustees of her marriage settlement.

In 1891 Hannah married S. Baker, and by a deed-poll dated the 21st of November, 1891, the testator and his wife appointed the funds of the settlement which should remain after satisfying the previous appointments in trust for her, provided that not more than 10,000*l.* was to be appointed. The appointed fund was assigned by Hannah to the trustees of her marriage settlement, and the testator covenanted with the trustees of the settlement and with Hannah, in case the appointed fund should not amount to 10,000*l.*, that his executors or administrators would make up the deficiency. In 1899 Hannah Baker married F. F. Goddard.

The testator died on the 31st of December, 1899, and his wife died on the 24th of September, 1901. At this date the trust funds of their marriage settlement amounted approximately to 38,000*l.*

This summons was taken out by Mrs. Goddard and the trustees of the Baker settlement against the trustees of the testator's settlement, Mrs. Corrie, the trustees of the Trinder settlement, the trustees of the Middleton settlement, and the executors of the testator, to determine (*inter alia*) whether in the distribution of the trust funds comprised in the testator's settlement the three first appointed sums of 10,000*l.* ought to bear any and what proportion of (1) the estate duties respectively payable on the deaths of the testator and his wife; (2) the costs of raising the duties; (3) the costs of raising the said three portions; (4) the costs of winding up the trusts of the testator's settlement.

Warrington, K.C., and Ashworth James, for the plaintiffs.

Renshaw, K.C., and Hatfield Green, for Mrs. Corrie, the trustees of the Trinder settlement, and the trustees of the Middleton settlement.

P. Ogden Lawrence, K.C., and Dunham, for the executors.

Lindley, for the trustees of the testator's settlement.

KIRKWOOD J. held that the duties, the costs of raising the duties, the costs of raising the portions, and the general costs of administering the trust funds, ought to be borne rateably by the appointed funds. He thought that this case fell within the principle of *Moore v. Dixon*, (1880) 15 Ch. D. 566, and *In re Shaw*, [1895] 1 Ch. 343, and within the rule laid down by Chitty L.J. in *In re Saunders*, [1898] 1 Ch. 17, 23.

Solicitors: Janson, Cobb, Pearson & Co.; Trinder, Capron & Co.; Simpson & Bowen.

H. B. H.

Byrne J. *In re FERGUSON'S WILL.* Jan. 28.

*Will—Construction—Next of kin—Sister of the half-blood—Nephews and nieces—Domicil—Foreign law.*

The testator, a domiciled Englishman resident in India, who died in 1898, bequeathed a pecuniary legacy to his niece Minnie Koppe. The will contained a declaration, that in case of the death of a legatee in the lifetime of the testator, the legacy was not to lapse, but should be divided among the "next of kin" of the deceased legatee. Minnie Koppe died in June, 1897, a domiciled German subject, without any issue; her nearest relations were a half-sister, and nephews and nieces, the children of a deceased brother. According to German law, the sister of the half-blood came after nephews and nieces, children of a brother or sister of the whole blood, in ascertaining the next of kin; and the question for decision was whether Minnie Koppe's "next of kin" were to be ascertained by German or English law.

Jessel, for the nephews and nieces.

W. M. Cann, for the half-sister.

Borthwick, for the trustees of the will.

W. S. Baines, for other claimants.

BYRNE J. said that the will, being that of a domiciled Englishman, must be construed according to English law; that will contained a gift to the "next of kin" of a legatee, which according to English law meant, as there was no reference to the Statute of Distributions, nearest blood relations in an ascending and descending line, those of the half-blood being equally entitled with those of the whole blood, and no authority had been produced for construing this gift so as to include

next of kin according to German law. For these reasons he held that the sister of the half-blood was entitled to this legacy to the exclusion of the nephews and nieces.

Solicitors: Waterhouse & Co.; J. Banks Pittman; Herbert Oppenheimer; Lawford, Waterhouse & Lawford. W. C. D.

Buckley J.

Jan. 30.

ACETYLENE ILLUMINATING COMPANY v. UNITED ALKALI COMPANY.

*Patent—Anticipation—Application by patentee in a foreign country—Subsequent publication in this country by another person—Later application by patentee in this country for a patent—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 103, sub-ss. 1, 2.*

This was an action for the infringement of a patent. A preliminary question arose whether under the circumstances of the case the defendants could rely on an alleged anticipation.

On the 28th of February, 1894, the patentee, named Willson, of whom the plaintiffs were the successors in title, made an application in the United States of America in respect of the invention the subject of the patent.

On the 16th of March, 1894, there was publication at the Patent Office Library in this country by a man named Moissan of what the defendants alleged to be the same invention.

On the 1st of September, 1894, Willson lodged his application in this country for a patent. That application was in the common form. He did not, however, apply at that time, under sect. 103 of the Patents, Designs, and Trade Marks Act, 1883, for the patent to be dated in his favour as of the 28th of February, 1894, the date of his application in the United States.

The seven months limited by sect. 103 expired on the 28th of September, 1894.

On the 20th of June, 1895, Willson's solicitors wrote to the comptroller stating that Willson desired to avail himself of the provisions of sect. 103; but the comptroller replied that he would not be justified in antedating the patent under the provisions of that section, no application for such antedating having been made within seven months of the date of the foreign application.

On the 27th of June, 1895, Willson lodged his complete specification, which was accepted on the 30th of November, 1895, and his letters patent were sealed as of the date of the 1st of September, 1894.

That being so, the publication by Moissan on the 16th of March, 1894, was a prior publication unless Willson's application was held to date back to the 28th of February, 1894.

Moulton, K.C., Roger Wallace, K.C., and Colefax, for the plaintiffs.

Cripps, K.O., Lord Robert Cecil, K.C., Walter, and J. A. Buckenill, for the defendants.

BUCKLEY J. held that the comptroller was right, and that the patent sued upon was in fact dated the 1st of September, 1894, and, consequently, that the alleged anticipation by Moissan was one which the defendants would be in a position to avail themselves of.

Solicitors: Guedalla & Cross; J. H. & J. Y. Johnson.

G. M.

Joyce J. NEVILLE v. BENJAMIN. Feb. 1.  
*Will—Legatee entitled to share on surviving testator—Disappearance in testator's lifetime—No evidence of death—Presumption—Onus probandi.*

David Benjamin by his will, dated in 1891, gave his residuary estate to trustees upon trust for sale and conversion, and to divide the proceeds into as many shares as he should have children who should be living at his death, or should have died in his lifetime leaving children living at his death, and one share was to be appropriated to each child respectively.

The testator died on the 25th of June, 1893. He had thirteen children, twelve of whom were living at his death, but as to the remaining one, namely, P. Benjamin, it was not known whether he had predeceased the testator or not, he having on the 1st of September, 1892, disappeared under the following circumstances:—

In August, 1892, he, being then twenty-four years of age and employed as a commercial traveller, went abroad for a holiday. On the 1st of September, 1892, he was at Aix-la-Chapelle with a friend, and after receiving a communication from his firm he left by train apparently on his way to London. Since that date nothing had been heard of him, although searching inquiries had been made and advertisements issued in all the English Colonies and in other parts of the world. It appeared that his accounts shewed large defalcations, but the communication from his firm contained no threat or suggestion of prosecution, and some of the members of the firm were nearly related to him.

The share of his father's estate to which he was entitled if he survived the testator was about 30,000*l.*

Letters of administration to his estate had been granted to one of his brothers, leave having been obtained from the Probate Division to swear his death on or since the 1st of September, 1892.

The trustees took out an originating summons to have it determined in what manner the share of P. Benjamin in the estate of his father ought to be dealt with or disposed of by them. In answer to inquiries directed by the Court the master had stated that he was unable to certify whether P. Benjamin was living or dead, or if dead when he died. He certified, however, that P. Benjamin was not married at the time of his disappearance, and that no person claiming to be his wife or child had come in under the advertisements which had been issued, or made any application to the trustees or their solicitors.

The trustees now asked for an order upon the summons giving them liberty to distribute the estate as if P. Benjamin had predeceased the testator.

*Hughes, K.C.*, and *E. Ford*, for the trustees, contended that the onus was upon the administrator of P. Benjamin to show that he was living at the testator's death: *In re Walker*, (1871) L. R. 7 Ch. 120.

*Jessel*, for the administrator, contended that where there was ample motive for the disappearance of a person the Court would not presume death, or at any rate death at a particular period. On the contrary, it would rather presume life if the disappearance could be accounted for. He relied upon *Bowden v. Henderson*, (1854) 2 Sm. & Giff. 360; *Watson v. England*, (1844) 14 Sim. 23; *In re Corbishley's Trusts*, (1880) 14 Ch. D.

846; and *Hickman v. Upsall*, (1875) L. R. 20 Eq. 186; and also referred to *In re Phen's Trusts*, (1870) L. R. 5 Ch. 189, and *In re Rhodes*, (1887) 86 Ch. D. 586.

Joyce J. said that P. Benjamin must be presumed to be dead; the only question was when he had died. *In re Walker* shewed that the onus was upon his representative to prove that he had survived the testator. That had not been proved. His Lordship, therefore, gave the trustees liberty to distribute the estate upon the footing of P. Benjamin having died in the testator's lifetime without having been married.

Solicitors: *Emanuel & Simmonds*.

G. A. S.

Swinfen Eady J. In re HILL. Jan. 15, 25.  
 HILL v. HILL.

*Will—Construction—Heirlooms—Dignity—Period of absolute vesting—Perpetuity.*

This was an originating summons to determine whether articles of jewellery and miniatures bequeathed as heirlooms to go with a title had become absolutely the property of the present tenant in tail male of the Viscounty Hill.

The late Aun, Dowager Viscountess Hill, by her will dated the 23th of May, 1891, appointed Fanny Melita Kynnersley and Lewis Berger executors and trustees. Her will contained the following bequest: "I bequeath my diamonds, consisting of a tiara, necklaces, pendant and earrings, and my two miniatures of Sir Roland Hill and Miss Hill, which are mounted in velvet and bracelets, and my small ring set with rubies, which was given by the Pretender to Sir Richard Hill, to my son, the Right Honourable Roland Clegg, Viscount Hill, until he shall die, and after his death to each and every of the persons who shall in turn succeed to the title and dignity of Viscount Hill, or any other title or dignity which may be granted to or assumed by any person for the time being entitled to the said title and dignity as aforesaid, my intention being that the said diamonds and miniatures and ring shall descend as heirlooms as far as the rules of law and equity will permit."

The testatrix died in October, 1891. Her son Rowland Clegg, third Viscount Hill, survived her. He died in March, 1895, and was succeeded by the plaintiff, his eldest son; his heir-presumptive was his brother Francis William Clegg Clegg Hill, who was also residuary legatee of the testatrix. The defendants were the trustees of the will and the heir-presumptive.

*Errington*, for the plaintiff, argued that though it was perfectly competent for the testatrix, by apt language, to have tied up the heirlooms so as not to vest absolutely in any tenant in tail during a life in being at the time of her decease and twenty-one years after, she had not done so by the will she made. When the plaintiff succeeded to the title he became absolutely entitled to the settled chattels.

*Brinton*, for the heir-presumptive. The testatrix attempted to tie up the devolution of the chattels so as to make them go with the title. She has cut down the generality of the bequest by the expression "as far as the rules of law and equity will permit," so that the chattels will vest absolutely in the Viscount who is alive at the expiration of twenty-one years from the death of the survivor of persons in being at the death of the testatrix

capable of succeeding to the title, or at the earliest at the expiration of twenty-one years from her death. If this is not the true construction, the whole gift fails as offending the rules against perpetuity, and the defendant takes as residuary legatee.

SWINFEN EADY J. held, on the construction of the will, that, according to authority, the chattels vested absolutely in the plaintiff.

Solicitors: *Upperton & Co.*; *Chester & Co.*, for *Lucas & Salt*, Wem. D. P.

Swinfen Eady J.

Feb. 1.

*In re* GEORGE FEELEY, DECEASED.

*Married woman—Restraint on anticipation—Rule against perpetuities—Severance of class.*

Petition.

The testator in this matter gave all his real and personal estate to trustees upon trust to divide into four shares, and to pay the income of each share to one of his four daughters for life, and after her death to hold the share in trust for all her children who should attain twenty-one or marry. The will contained a general direction that all provisions made for the testator's daughters or their children, or any other persons being female, should be for their separate use without power of anticipation. By a codicil the testator gave his daughters power to appoint a life interest in their respective shares to their husbands. The testator died in 1850. One of his daughters, Esther Wiley, was married in his lifetime, and had one child, the petitioner, born before his death.

Esther Wiley died in 1875, having appointed a life interest to her husband, and leaving him, the petitioner, and six other children, born after the testator's death, surviving.

The petitioner in 1872 married a Danish subject domiciled in Denmark. In 1885 the petitioner and her husband executed a mortgage of her reversionary share under the testator's will. In 1892 the petitioner obtained a divorce from her husband. In 1900 the petitioner's father died, and the surviving trustee of the will paid the share of the petitioner under the testator's will into court. The petitioner asked that the fund might be paid out to her, notwithstanding the mortgage, on the ground that she was bound by the restraint on anticipation and the mortgage was void.

*Grant*, for the petition, contended that, as the petitioner was born in the testator's lifetime, the restraint on anticipation bound her, though in the case of children born after his death it was void under the rule against perpetuities. He cited *Herbert v. Webster*, (1880) 15 Ch. D. 610.

*B. J. Parker*, for the mortgagee, cited *Buckton v. Hay*, (1879) 11 Ch. D. 645, and *In re Michael's Trusts*, (1877) 46 L. J. (Ch.) 651, earlier cases which were in direct conflict with *Herbert v. Webster*.

*W. H. Cozens-Hardy*, for the trustees.

SWINFEN EADY J. said that in *Herbert v. Webster* Hall V.-C. had the earlier cases before him, and nevertheless held to what appeared to be the sounder rule. He should, therefore, follow Hall V.-C.'s decision, and hold the restraint on anticipation good and the mortgage void.

Solicitors: *Busk, Mellor & Norris*, for *Slater, Heelis, Williamson, Colley & Tulloch*, Manchester; *Orford & Sons*, Manchester.

J. R. B.

## CROWN CASES RESERVED.

C. C. R.

Dec. 14, 1901; Feb. 1.

THE KING v. JAMES AND JOHNSON.

*Criminal law—Larceny—Wife taking goods of husband when about to desert him—Form of indictment—Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), ss. 12, 16.*

Case stated by the chairman of the Glamorganshire Quarter Sessions.

The prisoners were tried and convicted at the Michaelmas quarter sessions for Glamorganshire on an indictment in the ordinary form charging them with the larceny of certain goods the property of John Thomas James. It appeared at the trial that the prisoner Eliza James was the wife of John Thomas James, and that she had taken the goods in question when about to leave or desert her husband and to join the prisoner Johnson.

It was contended that the indictment was insufficient for not averring these facts, and that the offence created by sects. 12 and 16 of the Married Women's Property Act, 1882, was a special offence, a material part of which was that the prisoner was the wife of the prosecutor, and that she took the goods when about to leave or desert him, and that, therefore, the averment of these conditions was a necessary part of the indictment.

*Lloyd Morgan*, for the prisoners.

*Parsons*, for the Crown.

THE COURT (Lord Alverstone C.J., Lawrance, Wright, Bruce, and Darling JJ.), having taken time to consider, affirmed the conviction, holding that the conditions imposed by sect. 12 of the Married Women's Property Act, 1882, did not affect the character or quality of the offence, but merely introduced matters which might be pleaded by way of defence, but which it was not necessary to negative in the indictment.

*Conviction affirmed.*

Solicitor for the prisoners: *Colenso Jones*, Pontypridd.

Solicitor for the Crown: *W. T. Davies*, Porth.

A. P. P. K.

C. C. R.

THE KING v. PIKE.

Feb. 1.

*Criminal law—Fraud by trustee—Evidence—Statement of affairs in bankruptcy—Larceny Act, 1861 (24 & 25 Vict. c. 96), ss. 80, 85—Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), s. 27.*

Case stated by Kennedy J.

The prisoner was tried and convicted at the autumn assizes for the city of Worcester on an indictment under 24 & 25 Vict. c. 96, s. 80, charging him with converting and appropriating to his own use certain sums of money of which he was a trustee. To prove his receipt of certain sums of money, the prisoner's statement of affairs in bankruptcy was admitted in evidence. The statement was the statutory statement of affairs made by the prisoner in the course of his bankruptcy before the assistant official receiver, and filed in accordance

with sect. 16 and rule 217 of the Bankruptcy Act, 1883. It was contended that this statement was rendered inadmissible in evidence by 24 & 25 Vict. c. 96, s. 85, as amended by 53 & 54 Vict. c. 71, s. 27.

*J. B. Matthews*, for the prisoner.

*A. T. Lawrence, K.C.*, and *N. G. Davidson*, for the Crown.

THE COURT (Lord Alverstone C.J., Wright, Ridley, Bigham, and Walton JJ.) affirmed the conviction, and held that the evidence had been rightly admitted, considering that the statement of affairs in bankruptcy was not a statement made in any compulsory examination on the hearing of any matter in bankruptcy within the protection of sub-s. 2 of s. 27 of 53 & 54 Vict. c. 71.

*Conviction affirmed.*

Solicitors for the prisoner: *Dobbs & Hill*, Worcester.

Solicitors for the Crown: *The Treasury Solicitor*.

A. P. P. K.

C. C. R.

THE KING v. PENFOLD.

Feb. 1.

*Criminal law—Evidence of previous convictions—Charge of offence within seven years of second conviction—Prevention of*

*Crimes Act, 1871 (34 & 35 Vict. c. 112), ss. 7, 9—Larceny Act, 1861 (24 & 25 Vict. c. 96), s. 116.*

Case stated by the chairman of the Clerkenwell Sessions. The prisoner was charged before a magistrate with an offence under sect. 7 of the Prevention of Crimes Act, 1871, which makes persons committing certain offences within seven years of a second conviction punishable. He elected to be tried by a jury; and at the trial evidence of the previous convictions was given in the hearing of the jury, and the prisoner was convicted. It was contended that under sect. 9 of the Prevention of Crimes Act, 1871, and sect. 116 of 24 & 25 Vict. c. 96, the previous convictions ought not to have been proved before the jury until the other facts constituting the subsequent offence had been found by them.

No counsel appeared for the prisoner.

*H. Sutton*, for the Crown.

THE COURT (Lord Alverstone C.J., Wright, Ridley, Bigham, and Walton JJ.) upheld the conviction, holding that the evidence of the previous convictions was necessary to prove the offence charged, and was therefore admissible.

*Conviction affirmed.*

Solicitor for the Crown: *The Treasury Solicitor*.

A. P. P. K.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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Richard Holden, Limited v. Bostock & Co., Limited. Appeal from Bigham J. Dismissed.
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*In re a Debtor. Ex parte the Debtor.* Appeal from Mr. Registrar Brougham. Part heard.

*J. & J. Cash, Limited v. Cash.* Appeal from Kekewich J. Part heard.

SATURDAY, February 8.

*In re a Debtor. Ex parte the Debtor.* Appeal from Mr. Registrar Brougham. Allowed.

*J. & J. Cash, Limited v. Cash.* Appeal from Kekewich J. Order varied.

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*Bunge v. Higinbotham & Co., Limited.* Appeal from Kekewich J. Part heard.

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*Bunge v. Higinbotham & Co.* Appeal from Kekewich J. *Cur. adv. vult.*

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

Feb. 6.

LEIGH AND ANOTHER, APPS.; TAYLOR AND OTHERS, RESP.

*Fixtures—Tapestries—Right of removal—Tenant for life and remainderman.*

*Asquith, K.C., and Levett, K.C. (Method with them),* for the appellants.

*H. B. Howard,* for the respondent Taylor.

*Norton, K.C., and T. L. Wilkinson,* for the other respondents

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Brampton, Robertson, and Lindley), without hearing the respondents' counsel, affirmed the decision of the Court of Appeal, *In re De Falbe*, [1901] 1 Ch. 523, holding that the valuable tapestries which had been put up in the drawing-room by the tenant for life as an ornament had not become part of the freehold, and were removable.

Solicitors: *Rowcliffes, Rawle & Co.; Payne, Shaw-Mackenzie & Lake; Hadden-Woodward & McLeod.*

J. M. M.

Feb. 7.

LONDON COUNTY COUNCIL, APPS.; THE ATTORNEY-GENERAL AND OTHERS, RESP.

*Corporation—County council—Ultra vires—Statutory powers—Tramway business—Omnibus business—Local Government Act, 1888 (51 & 52 Vict. c. 41), ss. 1, 2, 68, 79.*

*Haldane, K.C., and Vernon Smith, K.C. (Method with them),* for the appellants.

*Asquith, K.C., Hon. E. C. Macnaghten, K.C., and Blakelock,* for the respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Brampton, Robertson, and Lindley), without hearing the respondents' counsel, affirmed the decision of the Court of Appeal, [1901] 1 Ch. 781, for the reasons there given, holding that the express statutory power to work tramways which was conferred on the London County Council excluded any power to run omnibuses, and that the council was acting *ultra vires* in running omnibuses.

Solicitors: *W. A. Blaxland; Hicks, Davis & Hunt.*

J. M. M.

## Supreme Court of Judicature.

COURT OF APPEAL

C. A.

KEATES v. WOODWARD.

Feb. 3.

*Practice—Costs—Trespass—Claim for damages and injunction—Judgment for nominal damages and injunction—"Action founded on tort"—County Courts Act, 1888 (51 & 52 Vict. c. 43), s. 116, sub-s. 2.*

Appeal from the judgment of a Divisional Court.

An action claiming damages for a trespass to land and an injunction was transferred, under sect. 69 of the County Courts Act, 1888, from the Chancery Division to a county court. It was tried with a jury, who found that there was a right of way over the land as claimed by the defendant, and judgment was entered for the defendant. On appeal, the Divisional Court held that there was no evidence of a right of way, and that the plaintiff was entitled to judgment for nominal damages, and to an injunction, but decided, on the authority of *St. John's College, Cambridge v. Pierrepont*, (1891) 61 L. J. (Q.B.) 19, that the plaintiff was not entitled to the costs of the action.

The plaintiff appealed.

*F. E. Smith,* for the plaintiff.

*M. Shearman,* for the defendant.

THE COURT (Collins M.B., Romer L.J., and Mathew L.J.) allowed the appeal on the ground that the restriction as to the recovery of costs in an action which could have been commenced in the county court, where less than 10% is recovered in an action founded on tort, does not apply to an action which, though nominally brought in respect of a tort, includes a claim for an injunction as the main part of the relief sought.

*St. John's College, Cambridge v. Pierrepont* overruled.

Solicitors: *Pritchard, Englefield & Co., for Simpson, North, Harley & Birkett, Liverpool; Cunliffe & Davenport, for W. H. Churton & Son, Chester.*

A. M.



C. A. FITZPATRICK v. EVANS & Co. Feb. 4.

*Employers' Liability Act*—"Workman"—Person employed in coal mine by contractor—Contract by workman with mine-owner to obey regulations—Liability of mine-owner—Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90), s. 10—Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), s. 8.

Appeal from judgment of a Divisional Court, reported [1901] 1 K. B. 756.

The owners of a colliery entered into an agreement with a contractor, by which the latter agreed to sink and wall a shaft in the colliery. One of the men employed upon the work by the contractor, and paid by him, was fatally injured by an explosion of gas in the mine. The deceased had, like all the other men employed by the contractor, signed the "record book" kept by the colliery owners, by which, in consideration of being employed in the mine, he became bound to observe the regulations and conditions laid down for the safety of the mine, and for the guidance of the persons employed therein. The administrator of the deceased having brought an action in the county court against the colliery owners under the Employers' Liability Act, 1880, to recover damages for his death, the jury found at the trial that the deceased was a workman in the employment of the defendants, and that the defendants had been guilty of negligence, and they assessed the damages at 50*l.*, for which amount the county court judge gave judgment. The defendants appealed to the Divisional Court, which held that the signature of the conditions by the deceased did not create a contract of service between himself and the defendants; that there was no evidence to go to the jury that the deceased was a workman who had entered into, or worked, under a contract with the defendants as his employers within the meaning of sect. 10 of the Employers and Workmen Act, 1875; and that the Employers' Liability Act, 1880, did not therefore apply. They therefore allowed the appeal.

*Montague Lush*, for the plaintiff.

*Ruegg K.C.*, and *S. H. Leonard*, for the defendants.

THE COURT (Collins M.R., Romer L.J., and Mathew L.J.) affirmed the judgment of the Divisional Court, and dismissed the appeal.

Solicitors for the plaintiff: *Charles Russell & Co.*, for *H. L. Biley*, St. Helen's.

Solicitor for the defendants: *W. Norton Ellen*, for *Edwin Peare*, Liverpool.

E. L.

C. A. Feb. 6.

HUSEY v. LONDON ELECTRIC SUPPLY CORPORATION.

*Electric lighting company*—Default of consumer in payment of charge for current supplied—Right of company to cut off supply—Change of occupation—Right of new occupier to supply of current—Receiver appointed by Court—*Electric Lighting Act*, 1882 (45 & 46 Vict. c. 56), ss. 19, 21—*Electric Lighting Orders Confirmation (No. 2) Act*, 1889 (52 & 53 Vict. c. clxxviii.), Schedule (London Electric Supply), clause 47.

Appeal against an interlocutory injunction granted by Kekewich J. restraining the defendants from cutting off the supply of electric current to an hotel of which the plaintiff was in possession as receiver appointed by the Court.

The business of the hotel had been carried on by a company,

which had issued debentures, and electric current had been supplied to the hotel by the defendants under a contract between them and the company, which provided that in case of default of payment by the company the defendants might cut off the supply of current.

On the 17th of January, in an action by the debenture-holders against the company, an order was made by Swinfen Eady J. appointing the plaintiff Husey receiver of the undertaking and property of the company, and directing the company to deliver possession of the hotel to him "so far as is necessary for the purpose of such receivership." On the same day the plaintiff took possession of the hotel. At this time there was due from the company to the defendants 437*l.* for current supplied to the hotel. The defendants requested the plaintiff to give a written undertaking that the 437*l.* should be paid within twenty-eight days, and that all accounts for the supply of current subsequent to the 18th of January should be paid weekly during his tenure of the receivership. The plaintiff refused to give this undertaking, though he gave an undertaking to pay the defendants for all light supplied since he took possession, and for all light which might be consumed during the continuance of the receivership. The plaintiff had not made any written application for a supply of current to the hotel. The defendants then threatened to cut off the supply of current, and on the 21st of January the plaintiff issued the writ in this action, claiming by the indorsement an injunction to restrain the defendants from taking any proceedings, by cutting off or discontinuing the supply of current from their mains to the hotel, to recover the amount due to them by the hotel company in respect of current supplied prior to the 17th of January.

On the 24th of January, Kekewich J., "the plaintiff undertaking to make such necessary application and enter into a new contract, as required by sect. 47 of the provisional order scheduled to the Electric Lighting Orders Confirmation (No. 2) Act, 1889," and giving the usual undertaking as to damages, granted an injunction restraining the defendants, until the undertaking to make such application should be complied with, from cutting off the supply of current to the hotel. And it was ordered that pending an appeal the plaintiff was not to make the application.

The defendants appealed.

*P. Ogden Lawrence, K.C.*, and *Austen-Cartmell*, for the defendants.

*Warrington, K.C.*, and *C. T. Mitchell*, for the plaintiff.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) allowed the appeal and dissolved the injunction.

VAUGHAN WILLIAMS L.J. said that, if the old contract with the hotel company was to be treated as subsisting, there could be no doubt that the defendants were entitled to cut off the supply of current until the debt due by the company had been paid. If the company's occupation of the hotel was to be considered as at an end, and the plaintiff was to be treated as a new "occupier," he was not entitled to a supply of current until he had complied with the conditions imposed either by the Act of 1882, or by the provisional order of 1889. It was not necessary to decide whether the whole of clause 47 of the provisional order applied to a case in which there was a change in the occupation of premises to which there was an existing supply of current. In his Lordship's opinion, sect. 19 of the Act of 1882 implied that no person was entitled to demand a supply of

electric current unless and until he had entered into a contract with the company which was to supply it. Until the plaintiff had entered into a contract with the defendants they were not bound to give him a supply of current, and were therefore entitled to discontinue the existing supply. In either view of the case, the defendants ought not to be restrained from exercising their legal right to discontinue the supply of current. The Court had nothing to do with the motive of the defendants.

STIRLING L.J. agreed. He was inclined to think that clause 47 of the provisional order applied. If it did not, he agreed as to the effect of sect. 19 of the Act of 1882.

COZENS-HARDY L.J. concurred.

Solicitors: *Deacon, Gibson, Medcalf & Marriott; S. J. R. Stammers.* W. L. C.

C. A. J. & J. CASH, LIMITED v. CASH. Feb. 8.

*Trade name—Deception—Rival traders—Person trading under his own name—Form of injunction.*

Appeal by the defendant from the decision of Kekewich J., [1901] W. N. p. 46.

The only question was whether the injunction granted had not gone too far in restraining as it did the defendant, Joseph Cash—who had recently set up, by himself, but under the name of "Joseph Cash & Co.," in Coventry, a rival business similar to the old-established business, also in Coventry, of the plaintiffs, J. & J. Cash, Limited—from using his own name of "Cash" in connection with his goods.

*Hugo Young, K.C., and O. Leigh Clare*, for the defendant, while submitting to an injunction, contended that the injunction as granted went too far, and that he was entitled to sell "frillings," &c., as part of his business, and to use in connection with those articles a name which was in fact his own name: *Reddaway v. Banham*, [1896] A. C. 199; *Turton v. Turton*, (1889) 42 Ch. D. 128; *Burgess v. Burgess*, (1853) 3 De G. M. & G. 896.

*Warrington, K.C., and Sargent*, for the plaintiffs, contended that the defendant was not entitled to use his own name if by so doing he caused deception.

After the argument had proceeded for some time it was ultimately agreed that the injunction granted by Kekewich J. should be varied, so far as is material for the present report, as follows: "This Court doth order that the defendant, Joseph Cash, be restrained from selling any frillings or woven names or initials not manufactured by the plaintiffs as 'Cash's frillings' or 'Cash's woven names or initials,' and from carrying on the business of a manufacturer or seller of frillings or woven names or initials under the name of 'Joseph Cash & Co.' while not in partnership with any other person; and from carrying on any such business either in the name of 'Cash,' or under any style in which the name 'Cash' appears, without taking reasonable precautions to clearly distinguish the business carried on, and the frillings and woven names and initials manufactured or sold by, the defendant from the business carried on, and the frillings and woven names and initials manufactured by, the plaintiffs; and from carrying on any such business under any name or in any manner so as to mislead or deceive the public into the belief that the business of the defendant, or the frillings or woven names or initials manufactured or sold

by him are the business of, or goods manufactured by, the plaintiffs, or that the defendant is carrying on the business formerly carried on at Coventry by Messrs. J. & J. Cash, the vendors to and predecessors in business of the plaintiffs."

VAUGHAN WILLIAMS L.J. Now that the form of injunction has been agreed upon, I wish to say a few words upon the case. It may be that a trade is of such a nature that the products of that trade, associated with a particular trade name, have become almost indissolubly connected with the business carried on by the particular manufacturer who has created that particular business. But still, even though that may be so, and even though the nature of the trade has to be taken into consideration in an action for an injunction, there never has been a case yet where an order has been made restraining a man altogether from carrying on in his own name a particular trade. Every decision up to the present time has been limited to restraining him from carrying on a trade which has become identified under the same name with the business of another person, without taking the steps which any honest man would wish to take to prevent his goods being confounded with the other person's goods which have become so identified with the name. In my judgment, under the circumstances, the order of Kekewich J. went too far, and the order which we now make goes as far as it ought to go. The order of the learned judge will therefore be varied in the manner stated.

STIRLING and COZENS-HARDY L.J.J. concurred.

Solicitors: *Maddocks & Colson*, for *H. Maddocks*, Coventry; *Mackrell & Co.*, for *Wragge & Co.*, Birmingham.

G. I. F. C.

## High Court of Justice.

### CHANCERY DIVISION.

Byrne J. Feb. 4.  
ENGELS v. HUBERT UNCHANGEABLE EYELET COMPANY,  
LIMITED.

*Patent—Threats of legal proceedings by patentee—Injunction to restrain threats—Prosecuting with due diligence—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 32.*

The plaintiff, a rival manufacturer of articles similar to the patented articles of the defendant company, brought an action under sect. 32 of the Patents, Designs, and Trade Marks Act, 1883, to restrain the defendant company from threatening legal proceedings against persons selling goods of the plaintiff's manufacture as being an infringement of the defendant company's patented articles, and now moved for an interim injunction. It appeared that the defendant company had written to two retail dealers, customers of the plaintiff, threatening them with legal proceedings. One of these dealers had written, in reply to a solicitor's letter, that he did not intend for the present to sell any more of the articles complained of, and the other dealer had given a perpetual undertaking not to sell any more of the plaintiff's goods as soon as the writ was served on him. It was stated that as the plaintiff was a foreign firm,

with only an agent in this country, the defendant company were unwilling to bring an action against him or the agent who supplied the goods, but that the defendant company were willing and anxious to bring and prosecute with due diligence an action for infringement against any customer of the plaintiffs who would contest the action to a hearing; but no one could at present be found who was willing to do this, even on an indemnity from the plaintiff.

*Bousfield, K.C.*, and *Gordon*, for the motion, contended that this was just one of the cases intended to be provided for by sect. 32, as by threatening the plaintiff's customers in detail the whole of his trade could be destroyed.

*A. J. Walter*, for the defendant company, argued that the company had done all that was necessary; they could not find any one who would defend an action, and until some one could be found, it was impossible under the circumstances to prosecute any action in compliance with the proviso at the end of sect. 32, though the company were anxious to do so if possible.

*BYRNE J.* said he could well understand the disinclination of a retail dealer, even on an indemnity, to be mixed up in litigation as to an infringement of patent; but the result in the present case was that there was no effective action pending, or even probable, in which the validity of the patent was being or could be litigated, and for these reasons he was of opinion that the exigencies of the proviso at the end of sect. 32 had not been complied with; and he therefore granted an interim injunction.

Solicitors: *Ashurst, Morris, Crisp & Co.*; *Faithfull & Owen.*

W. C. D.

Buckley J. Feb. 11.

*In re FENWICK, STOBART & Co., LIMITED.*  
DEEP SEA FISHERY COMPANY'S (LIMITED) CLAIM.

*Bill of exchange—Dishonour—Notice—Person acting in double capacity—Knowledge in one character—Presumption of notice in other capacity—Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), ss. 48, 49, 50, sub-s. 2 (b).*

Claim by the voluntary liquidator of the Deep Sea Fishery Company, Limited, that he might be admitted as a creditor in the voluntary liquidation of Fenwick, Stobart & Co.

The two companies, and also a company called the Fiskeri Aktieselskabet Gardar, and known as the Gardar Company, had offices in the same room, and employed a Mr. Higgins as secretary.

In August, 1900, Fenwick, Stobart & Co., who were creditors of the Gardar Company for 3525*l.*, drew a bill of exchange to their order on the Gardar Company for 3525*l.*, payable seven days after date; this bill was accepted by the Gardar Company, and indorsed by Fenwick, Stobart & Co. to the order of the Deep Sea Fishery Company. The Deep Sea Fishery Company bought the bill, and gave to Fenwick, Stobart & Co. a cheque for 3525*l.* in payment. The bill was presented and dishonoured. The Deep Sea Fishery Company took proceedings and recovered 3166*l.* from the Gardar Company, and they now claimed payment of the balance, viz., 359*l.*, from Fenwick, Stobart & Co. Fenwick, Stobart & Co. contended that on the facts they were not liable to pay this balance, and further that they had had no notice of the dishonour of the bill, and were discharged by sect. 48 of the Bills of Exchange Act, 1882.

*Lerett, K.C.*, and *E. Ford*, for the applicants.

*English Harrison, K.C.*, and *D. C. Leck*, for the liquidator of Fenwick, Stobart & Co.

*BUCKLEY J.* held on the facts that the real nature of the transaction was that the Deep Sea Fishery Company bought the debt in order to put themselves in a position to recover judgment against the Gardar Company, and to prevent Fenwick, Stobart & Co. from doing so; and that they did not intend to, and did not in fact, acquire any right to make Fenwick, Stobart & Co. liable for the balance. On the question whether notice of the dishonour to Higgins as secretary of the Deep Sea Fishery Company was notice to himself as secretary of Fenwick, Stobart & Co., his Lordship said that Higgins knew of the dishonour under such circumstances that it was not his duty to the Deep Sea Fishery Company to communicate his knowledge to himself as secretary of Fenwick, Stobart & Co. Where a man acted in a double character it was not necessary in order to found a presumption of notice for him to send a formal written notice from himself in one character to himself in another character; but the Court had to see whether he acquired the information in such circumstances as that it was his duty to communicate it to himself in his other capacity. If, on the other hand, such communication would have been a breach of his duty, notice would not be presumed. It depended on the circumstances of the particular case. On both grounds he dismissed the claim.

Solicitors: *Stokes & Stokes*; *Lowless & Co.*

H. C. R.

Joyce J. GROVE v. PORTAL. Feb. 8.

*Lease—Construction—Exclusive right of fishing—Covenant against assignment—Grant by lessee of licence to fish.*

By an indenture of lease, dated the 25th of April, 1894, the defendant demised to the plaintiff "the exclusive right of fishing" in and upon certain portions of the river Test, "together with full liberty of ingress, egress, and regress for the said lessee and his authorized friends at all times during the term intended to be hereby granted to fish in such above-described portions of the said river Test with rods and lines in a proper and sportsmanlike manner" . . . "and the fish which they shall then and there take to have and retain to his and their own use, to have and to hold the said right of fishing and premises hereinbefore expressed to be demised unto the said lessee" for the term therein mentioned. The lessee covenanted that he should not nor would during the said term "underlet, assign, transfer, or set over, or otherwise by any act or deed procure, the said premises to be assigned, transferred, or set over unto any person or persons whomsoever without the consent in writing of the said lessor, his heirs or assigns, being first obtained for that purpose." The lease also contained a proviso for re-entry on breach of any covenant.

The plaintiff proposed to grant to B. a licence and authority to fish in that portion of the river Test comprised in the lease in the manner and for the like periods as in the lease was provided (but so that not more than two rods should be used at any time) for the whole residue then unexpired of the term granted by the lease.

The question was raised upon originating summons whether the plaintiff was debarred from granting such a licence by his covenant not to assign.

*Younger, K.C., and Cassel, for the plaintiff.  
Hughes, K.C., and Methold, for the defendant.*

Joyce J. said that if the meaning of the licence was that the plaintiff himself was to be excluded from fishing altogether, so that there would only be the two rods on the stream, it might be that the grant of the licence would come within the covenant. Or if the covenant had extended to "any part of" the premises it might be that the licence would be a breach of the covenant. According to the *dictum* of Lord Eldon in *Church v. Brown*, (1808) 15 Ves. 258, 265, a covenant against assigning did not prevent the tenant from underletting unless the covenant extended to the premises "or any part thereof." Upon that authority his Lordship held that the granting of the licence by the plaintiff in this case was not a breach of his covenant.

Solicitors: *Lee & Pembertons; Winter, Bothamley & Co.*

G. A. S.

Joyce J.

*In re* CRACE.  
BALFOUR *v.* CRACE.

Feb. 10.

*Principal and surety—Guarantee—Bond to secure fidelity of employee—Death of Guarantor—Notice—Determination of liability.*

On the 25th of June, 1888, J. G. Crace executed to the plaintiff a bond for 3000*l.* in consideration of the plaintiff's employing one Dolling (Crace's son-in-law) as agent and receiver of the plaintiff's estates in Ireland. The bond was conditioned to be void if Dolling should pay to the plaintiff all sums received by him as agent, and should render true accounts, and should, while he should continue to act as such agent or receiver, well, justly, truly, and honestly conduct himself in the said office; otherwise the bond was to remain in full force and virtue in law. In 1900 Dolling executed an assignment in favour of his creditors, and left the country, when it

was discovered that he had failed to account for considerable sums received by him on behalf of the plaintiff.

Crace died on the 13th of August, 1889. This action was brought by the plaintiff against Crace's executors, seeking to make his estate liable upon the bond. The defendants pleaded that Crace's liability under the bond ceased upon his death. It was admitted that the plaintiff knew of Crace's death soon after it occurred. The following point of law was ordered to be tried before evidence taken, viz., whether the liability of Crace, if any, under the bond was determined, immediately or otherwise, merely by the fact of his death having come to the knowledge of the plaintiff.

*Hughes, K.C., and Bryan Farrer, for the plaintiff, relied upon Calvert v. Gordon, (1828) 3 M. & Ry. 124, where it was held upon a similar bond that the obligor could not discharge himself by giving notice that after a certain period he would no longer be answerable; and further, that the personal representative of the obligor could not discharge himself by such notice. They also referred to Burgess v. Eve, (1872) L. R. 13 Eq. 450 and Lloyds v. Harper, (1880) 16 Ch. D. 290.*

*Younger, K.C., and Gregson, for the defendants, contended (1) that the guarantor had, during his life, the right to determine his liability by giving such notice as would afford the employer an opportunity of terminating the employment of the agent or getting another surety; and (2) that knowledge of the death of the guarantor operated to determine the bond in the same way as notice by the guarantor would have done during his life.*

Joyce J. held, there being no express stipulation in the bond that it might be determined by the guarantor upon notice, or that it should be determined by his own death, the question for the opinion of the Court must be answered in the negative.

Solicitors: *Nicholl, Manisty & Co.; Hores, Pattison & Bathurst.*

G. A. S.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

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**COURT I**

THURSDAY, February 13.

*Crompton & Co., Limited v. Lancashire and Yorkshire Railway Company.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Allowed.

*Mold and Denbigh Junction Railway Company v. London and North Western Railway Company.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Dismissed.

FRIDAY, February 14.

*London and India Docks Company v. Great Eastern Railway Company and Midland Railway Company.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Allowed.

*Bray v. Milne.* Appeal from Jelf J. Order varied.

SATURDAY, February 15.

*London and Northern Bank, Limited v. George Newnes, Limited.* Appeal from Jelf J. Dismissed.

*Laing, Wharton & Down, Limited v. Spiers & Pond, Limited.* Appeal from Jelf J. Dismissed.

*Weiss and Another v. St. Helen's Cable Company, Limited.* Appeal from Jelf J. Dismissed.

*Comptoir Colonial Francais v. Maurice and Another.* Appeal from Kennedy J. Allowed.

MONDAY, February 17.

*Lancashire Brick and Terra Cotta Company (Buzenden, Limited) v. Lancashire and Yorkshire Railway.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Allowed.

TUESDAY, February 18.

*The King v. Dr. Tristram.* Appeal from Darling and Channell JJ. Part heard.

WEDNESDAY, February 19.

*Stein and Another v. Pope.* Appeal from Darling J. Dismissed.  
*The King v. Dr. Tristram.* Appeal from Darling and Channell JJ. *Cur. adv. vult.*

THURSDAY, February 20.

*Lyell v. Broderick.* Appeal from Cozens-Hardy J. Part heard.

**COURT II**

FRIDAY, February 14.

*Bunge v. Higinbotham & Co.* Appeal from Kekewich J. Dismissed.  
*In re Elliot. Hunter v. Pyle.* Appeal from Kekewich J. Allowed.  
*In re Stray Shot and Excelstor Gold Mines, Limited.* Appeal from Wright J. Part heard.

MONDAY, February 17.

*In re Hardman and Wilcox and Vendor and Purchaser Act, 1874.* Appeal from Buckley J. Dismissed.

*In re Stray Shot and Excelstor Gold Mines, Limited.* Appeal from Wright J. Dismissed.

TUESDAY, February 18.

*In re Morse. Morse v. Morse.* Appeal from Buckley J. Allowed.  
*Davey v. Lachenal.* Appeal from Byrne J. Part heard.

WEDNESDAY, February 19.

*Engels and Another v. Hubert Unchangeable Eyelet Syndicate, Limited.*  
 Appeal from Byrne J. Stands over.  
*Davey v. Lachenal.* Appeal from Byrne J. Dismissed.  
*In re Thomas S. Quin and the Temperance Permanent Building Society.*  
 Appeal from Buckley J. Dismissed  
*In re Dunn. Dunn v. Skardon.* Appeal from Kekewich J. Part heard.

THURSDAY, February 20.

*In re Dunn. Dunn v. Skardon.* Appeal from Kekewich J. Dismissed  
*Oliver v. The Bank of England.* Appeal from Kekewich J. Part heard.  
*In re Holland. Gregg v. Holland.* Appeal from Farwell J. Postponed.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

DOUGAN, APP.; MACPHERSON, RESP. Feb. 14.

*Trust—Duty of trustee—Purchase of beneficiary's interest by trustee—Non-disclosure of valuation by trustee.*

*J. Crabb Watt and J. George Joseph, for the appellant.*

*A. Graham Murray, L.A., and Robert Munro (all of the Scottish Bar except the second) not heard for respondent.*

THE HOUSE (Earl of Halsbury L.C. and Lords Ashbourne, Macnaghten, Shand, Brampton, and Lindley) affirmed the decision of the Second Division of the Court of Session, dated the 22nd of February, 1901 (3 F. 553), and dismissed the appeal with costs.

Agents for appellant: *Ernest Salaman, Fort & Co., for Clark & Macdonald, S.S.C., Edinburgh.*

Agents for respondent: *Almond & Co., for St. Clair, Swanson & Manson, W.S., Edinburgh.* G. J. W.

## Supreme Court of Judicature.

COURT OF APPEAL.

C. A. Feb. 17.

*In re HARDMAN AND WILCOX'S CONTRACT.*

*Settled land—Lease—Void or voidable—"Best rent"—Reduction of rent in consideration of waiver by lessee of a personal claim*

*for damages—Purchaser for value without notice—Doubtful title—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 7, sub-s. 2; s. 54.*

Appeal from a decision of Buckley J.

In April, 1894, a lease was granted by G. Haynes, under the powers of the Settled Land Act, 1882, to W. Nye of some vacant land at Ealing for ninety-nine years at a rent of 4/., the lessee covenanting to expend at least 400/., in building on the land. The lessee did not build and he became bankrupt, and in July, 1900, his trustee in bankruptcy sold the leasehold property for 150/., to Hardman. In October, 1900, Hardman agreed to sell to Wilcox for 195/.. Wilcox made a requisition that, having regard to the fact that the lease was now sold for 195/., it must be shown that the rent received was the best that could reasonably be obtained. Wilcox took out a summons under the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), to determine the validity of this objection. It appeared from the evidence that the lease was granted by Haynes to Nye, not at the best rent, but at a reduced rent in consideration of the waiver by Nye of a personal claim for damages against Haynes, and that Nye knew, or must be taken to have known, that the lease was granted under the powers of the Settled Land Act; but it was contended on behalf of the vendor Hardman that he was a purchaser without notice of this defect in the title, and that as such he could make a good title to a purchaser with notice. The evidence before the Court rendered it probable that Hardman had no notice of the defect; but this was disputed. On behalf of the purchaser it was contended (1) that the lease was void and not voidable, and therefore the defence of purchaser for value without notice was not available; (2) that this title, depending as it did upon disputed questions of fact, was too doubtful to force upon a purchaser. Buckley J. decided in favour of the purchaser upon the first ground.

The vendor appealed.

*Vernon Smith, K.C., and Stewart-Smith, for the vendor.*

*Micklem, K.C., and E. Clayton, for the purchaser.*

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal. Their Lordships expressed no opinion upon the question whether upon the true construction of the Settled Land Act, 1882, the lease was void or only voidable; but they held, upon the authority of *Freer v. Hesse, (1853) 4 De G. M. & G. 495*, that the title was not such as ought to be forced upon a purchaser, since it depended upon doubtful questions of fact which might be controverted by persons who were not before the Court.

Solicitors: *James Morley; S. L. MacAndrew.*

H. B. H.

## High Court of Justice.

CHANCERY DIVISION.

Byrne J.

*In re WESTON.*

*BARTHOLOMEW v. MENZIES.*

Feb. 14.

*Donatio mortis causa—Building society share certificates—Post Office Savings Bank deposit-book—Delivery.*

Thomas Weston was possessed of eight investment shares in the Hearts of Oak Permanent Building Society of 25l. each, and 130l. in the Post Office Savings Bank. Some two months before his death, and while ill in hospital, he asked the defendant, to whom he was engaged to be married, to go and get his building society shares and savings bank book, gave her the key of the drawer in which they were placed, and told her she was to keep them; the defendant went and obtained the building society shares and savings bank book, took them and the keys back to the hospital, and offered them back to Weston, when he again said she was to keep them. The defendant frequently visited Weston at the hospital after this, and on several occasions he repeated his wishes that all his property should belong to the defendant in case of his death. On the 1st of May, 1901, Weston died, and letters of administration to his estate were granted to the plaintiff, who now applied for the decision of the Court whether, under the above circumstances, there had been a valid *donatio mortis causâ* of the building society shares and the money standing to the deceased's credit at the Post Office Savings Bank, which represented the whole of his property.

J. A. Hay, for the plaintiff.

Lyttelton Chubb, for the defendant.

J. H. Jackson for the next of kin.

BYRNE J. considered that the evidence was sufficient to establish the gift, if the building society shares and savings bank book could be the proper subject-matter of a gift of this kind, and came to the conclusion that the building society shares were not the proper subject of a *donatio mortis causâ*. With reference to the Post Office Savings Bank book, his Lordship said the test appeared to be, according to *In re Dillon, Duffin v. Duffin*, (1890) 44 Ch. D. 76, whether or not the document, besides acknowledging the receipt of the money, expressed the terms on which it was held, and shewed what the contract between the parties was. An examination of the savings bank book appeared to shew a fulfilment of the test; it was not a mere receipt: it must, as stated on the face of it, be produced whenever any money was deposited or withdrawn, and it also contained the terms of the contract between the depositor and the Savings Bank Department. The case of *McGonnell v. Murray*, (1869) 3 Ir. Rep. Eq. 460, which had been relied on by counsel for the next of kin, appeared to relate to the book of a depositor in a private savings bank governed by the provisions of the General Savings Bank Act, 1863 (26 & 27 Vict. c. 87), and was distinguishable on that ground. He therefore held that the savings bank book in the present case was capable of being well given, so as to create a *donatio mortis causâ*.

Solicitors: Paterson, Candler & Sykes, for A. J. Ellis, Maidstone; W. W. Young, Son & Ward.

W. C. D.

Buckley J.

Feb. 18.

*In re S. ABRAHAMS & SONS, LIMITED.*

*Company—Debentures—Registration—Extension of time—Protection of creditors—Winding-up—Companies Act, 1900 (63 & 64 Vict. c. 48), ss. 14, 15.*

In November, 1898, the directors of the company passed a resolution that 5500l. should be raised by issuing fifty-five debentures of 100l. each, charged on all the property and assets

of the company including its uncalled capital. Fifty of the debentures were issued before the 1st of January, 1901 (when the Companies Act, 1900, came into operation). The remaining five debentures were issued to the applicant in July, 1901. His solicitor, after referring to the Act, advised the applicant that, as the resolution was passed before the commencement of the Act, it was unnecessary to register the five debentures, and they never were registered.

In October, 1901, the company passed an extraordinary resolution for a voluntary winding-up. There was evidence that the total assets of the company were of the value of about 5030l. without providing for the costs of the winding-up or of a pending debenture-holder's action, and there were many unsecured creditors.

The applicant in November, 1901, issued in the winding-up an originating summons, under sect. 15 of the Act of 1900, asking that the time for registering the five debentures under sect. 14 of the Act might be extended.

Peterson, for the applicant.

Stewart-Smith, for the liquidator, was not called on.

BUCKLEY J. said he could not make an order extending the time without inserting the words used in *In re Joplin Brewery Company*, [1902] 1 Ch. 79. The order would prejudice the security of the holders of the other fifty debentures, and if there was any surplus it would affect the unsecured creditors, other than the applicant. The omission to register was not "accidental" or "due to inadvertence" within the meaning of sect. 15 of the Act of 1900. It might, however, be that the omission was due to "some other sufficient cause." The solicitor had told the applicant that registration was unnecessary, and so far the case was within the section. *Crew v. Cummings*, (1888) 21 Q. B. D. 420, and *In re Parsons. Ex parte Furber*, [1893] 2 Q. B. 122, entirely governed the present case, and shewed that an extension of time ought not to be allowed. When the winding-up commenced the rights of the creditors attached, and the unsecured creditors had the right to say that the assets should be administered on the footing that no such extension would be made. It was said that the unsecured creditors would not be affected, as there would be nothing for them in any case. But as to the other debenture-holders, it was said that they took under the same title as the applicant, and that all the debentures ranked *pari passu*; but that meant that all the debentures ranked *pari passu* which were validly issued, and the applicant's security was void. The words of the order in *In re Joplin Brewery Company* would not be omitted except under very exceptional circumstances. If an order were made in the present case which included the words, no good could result to anybody. The application must be dismissed with costs.

Solicitors: Close & Co.; R. Barnes.

F. E.

Swinfen Eady J.

Feb. 18.

*In re DEVELOPMENT COMPANY OF CENTRAL AND WEST AFRICA.*

*Company—Reduction of Capital—Scheme—Invalidity.*

Petition.

This was a petition for reduction of capital.

The company was incorporated on the 7th of February, 1901,

under the Companies Acts, 1862 to 1900, with a capital of 100,000*l.*, divided into 99,300 ordinary shares and 700 deferred shares of 1*l.* each.

The company had issued about 18,000 ordinary shares and the whole of the deferred shares, and all the shares issued were fully paid up.

Subject to the payment of fixed non-cumulative dividends on the ordinary shares, and to the due provision of a reserve fund, the deferred shareholders were entitled to half the profits, and also to half the surplus assets on winding-up after paying the whole of the paid-up capital. On a poll every ordinary share carried one vote, and every deferred share twenty votes.

The company, finding these rights of the deferred shareholders somewhat onerous, determined to place all the shares on an equal footing. The company had power to increase its capital.

By a special resolution passed and confirmed at extraordinary general meetings of the 25th of November and 12th of December, 1901, it was resolved that the capital be reduced to 99,300 ordinary shares of 1*l.* each, and that the reduction be effected by cancelling the whole of the 700 deferred shares upon the terms of a conditional agreement dated the 23rd of November, 1901, which provided that the deferred shareholders should consent to the cancellation, and that the company should take the necessary steps for reducing its capital as proposed, and apply for an order confirming the reduction, and as soon as the reduction was confirmed the company should increase its capital to 250,000*l.*, divided into 250,000 ordinary shares of 1*l.* each, and should allot and issue to the deferred shareholders as fully paid 70,000 of those shares in exchange for the 700 deferred shares to be cancelled, and should within one month after the allotment satisfy the requirements of sect. 7 of the Companies Act, 1900 (63 & 64 Vict. c. 48).

The agreement was conditional on the company obtaining the confirmatory order.

The petition in this behalf was presented by the company on the 16th of December, 1901.

The proposed reduction, which did not involve either the diminution of any liability in respect of unpaid capital or the payment to any shareholder of any paid-up capital, was supported by all the shareholders.

The company had not borrowed any money, and its only debts were for current expenses not exceeding 300*l.* The object of the reduction was to enable the company to dispose of its shares with greater facility, and it was considered that this could best be effected by placing all the shares on an equal footing.

*Eve, K. C.*, and *Wurtzburg*, for the company. The Court has jurisdiction to confirm any scheme of reduction: *British and American Trustee and Finance Corporation v. Couper*, [1894] A. C. 399. This scheme is clearly beneficial to the company, and should be confirmed.

*W. Gordon Fellowes*, for the shareholders.

SWINFEN EADY J. The case cited shews that I must look at the scheme as a whole and see what it involves. I find that it involves, not a reduction of capital, but a large increase of capital, and of this an amount of the nominal value of 70,000*l.* is to be issued in exchange for capital of the nominal value of 700*l.* This is an issue of shares at a discount without any con-

sideration being received by the company as a corporate body. The scheme is wholly illegal, and I must refuse to confirm the reduction.

Solicitor: *Albert J. Schweder*.

G. R. A.

## KING'S BENCH DIVISION.

K. B. D.

*In re KEEN.*

Feb. 10.

*Ex parte BRISTOL SCHOOL BOARD.*

*Bankruptcy—Building contract—Plant and materials—Forfeiture of plant by builder after bankruptcy—Protected transaction.*

Appeal from county court of Somersetshire.

By a building contract Messrs. Keen & Keen, a firm of builders, contracted with the school board of the city of Bristol to erect certain school buildings. By clause 10 of the contract it was provided that all plant and materials brought on to the ground by the builders for the purposes of the building should be considered to be the property of the board, and that it should not be removed by the builders or any other person without the licence of the architect, but that the board should not be answerable for any loss or damage which might happen to it; and by clause 20, "that if the builders should delay the performance of their contract the board might give the builders notice to proceed with the work, and that in the event of their not doing so within seven days the plant, &c., should be forfeited to the board." The builders having become bankrupt, the board subsequently to the commencement of the bankruptcy gave to the builders and to their trustee notice under clause 20 to proceed with the work, and upon non-compliance with the notice the board claimed that the plant, &c., was forfeited, and that they were entitled to retain it as against the trustee. On a motion by the trustee in the county court for a declaration that he was entitled to the goods, the county court judge gave judgment for the trustee. The school board appealed.

*H. Reed, K. C.*, and *Weatherly*, for the appellants.

*Muir Mackenzie* and *Vachell*, for the respondent.

THE COURT (Wright and Bigham JJ.) held that clause 10 did not vest the plant, &c., in the board, and that it consequently did not pass to the trustee as being in the order and disposition of the debtors by the consent of the "true owner"; secondly, that the board's right to issue the notice under clause 20 was not defeated by the bankruptcy, and that, although the goods were the property of the debtors at the commencement of the bankruptcy, the trustee's title was determined by virtue of the forfeiture.

*Judgment for the appellants.*

Solicitors for the appellants: *Gamlen, Burdett & Gamlen*, for *Brittan, Livett & Miller*, Bristol.

Solicitors for the respondent: *Ford & Ford*, for *Wansbrough, Dickinson & Co.*, Bristol.

J. F. C.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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TUESDAY, February 25.

*Lyell v. Broderick.* Appeal from Cozens-Hardy J. Dismissed.

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SATURDAY, February 22.

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*Owen v. Gibbons.* Appeal from Farwell J. Part heard.

MONDAY, February 24.

*Owen v. Gibbons.* Appeal from Farwell J. Dismissed.

*Baily v. Clark, Son & Morland, Limited.* Appeal from Byrne J. Part heard.

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*Baily v. Clark, Son & Morland, Limited.* Appeal from Byrne J. Part heard.

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*Baily v. Clark, Son & Morland, Limited.* Appeal from Byrne J. Allowed.

*In re National Company for Distribution of Electricity by Secondary Generators.* Appeal from Wright J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

MIDLAND RAILWAY COMPANY, APFS.; Feb. 25.  
ATTORNEY-GENERAL, RESP.

*Revenue—Stamp duty—Railway company—Increase of nominal capital—Stamp Act, 1891 (54 & 55 Vict. c. 89), s. 113.*

*Sir R. T. Reid, K.C., and Asquith, K.C. (Loehnis with them), for appellants.*

*Sir E. H. Carson, S.-G., Danckwerts, K.C., and Rowlatt, for respondent.*

THE HOUSE (Lords Macnaghten, Shand, Davey, Brampton, Robertson, and Lindley), without hearing the respondent's counsel, affirmed the decision of the Court of Appeal, [1901] 1 K. B. 220, holding that the increase of the nominal amount of the company's share capital came within the Stamp Act, and that the duty was payable.

Solicitors: *Beale & Co.; Solicitor of Inland Revenue.*

J. M. M.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. STEIN AND ANOTHER v. POPE. Feb. 19.

*Bankruptcy—Landlord and tenant—Assignment of lease by lessee by deed constituting an act of bankruptcy—Liability of assignee for rent accrued due before adjudication of bankruptcy—Relation back of bankruptcy—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 4, 43, 44, 54.*

Appeal from the judgment of Darling J. in an action tried before him without a jury.

The action was brought by the plaintiffs, as owners of the reversion upon the leases of two dwelling-houses, against the defendant, as assignee of the leases, to recover the sum of 32l. 10s., the amount of a quarter's rent of the houses due at Michaelmas, 1900. The leases were originally granted to one Mrs. Bates. On the 31st of May, 1900, she executed a deed by which she assigned her property, including the leases, to the defendant on trusts for the benefit of her creditors. On the 3rd of August judgment was obtained by the plaintiffs against the defendant in an action for the quarter's rent of the houses due at Midsummer. On the 27th of August a bankruptcy petition was presented against the lessee, the act of bankruptcy alleged being the assignment for the benefit of creditors on the 31st of May. On the 27th of September a receiving order was made upon the petition. On the 1st of October the action was commenced for the quarter's rent due on the 29th of September. On the 18th of October the lessee was adjudicated bankrupt, and on the 26th of October a trustee in bankruptcy was appointed, who disclaimed the leases. The action subsequently came on for trial, when Darling J. gave judgment for the plaintiffs for the amount claimed.

*F. Cooper Willis and Roskill, for the defendant.*

*H. Reed, K.C., and C. C. Scott, for the plaintiffs.*

*Cur. adv. vult.*

Feb. 19. THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) held that the defendant was liable for the rent sued for, notwithstanding that the bankruptcy of the lessee had relation back to the act of bankruptcy, the Master of the Rolls, however, reserving his opinion as to what the rights of the parties would have been, if bankruptcy had supervened before

any action had been taken by the lessors against the defendant. They therefore dismissed the appeal.

Solicitors for the plaintiffs: *Debenham & Walker*.

Solicitors for the defendant: *West, King & Adams*.

E. L.

C. A. OLIVER v. BANK OF ENGLAND. Feb. 21.

*Principal and agent—Implied warranty of authority—Attorney innocently acting under forged power—Liability to third party—Transfer of stock under forged power.*

Appeal by Starkey, a third party to the action, from the judgment of Kekewich J., [1901] 1 Ch. 652, 664, directing him to make good to the defendants, the bank, the sums of stock, dividends, and costs they had themselves been ordered to make good to the plaintiff by reason of the sale and transfer of stock without his, the plaintiff's, knowledge, out of the names of himself and a solicitor, the original joint holders of the stock, to a purchaser. The sale and transfer had been made under a power of attorney purporting to be executed by the plaintiff and the solicitor, and upon which Starkey, who was a stockbroker, had purported to act for the purpose of carrying out the transaction. The purchase-money for the stock was received by the solicitor, and applied by him to his own use. Upon the death of the solicitor it was discovered for the first time that the plaintiff's signature to the power of attorney had been forged. Hence the plaintiff's action against the bank, and the bank's third-party notice claiming indemnity. No blame was attributable either to Starkey or to the bank for what had occurred.

Sir R. T. Reid, K.C., Upjohn, K.C., and Stewart-Smith, for the appellants Starkey.

H. D. Greene, K.C., Latham, K.C., and Howard Wright, for the bank, were not called upon.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) held that the case was clearly governed by *Collen v. Wright*, (1857) 8 E. & B. 647, and *Firbank's Executors v. Humphreys*, (1886) 18 Q. B. D. 54, and that, as against Starkey, a warranty must be implied in favour of the bank by reason of the power of attorney and of Starkey's written "demand to act" upon it. *Collen v. Wright* was not limited to a case where the agent, professing to act for a principal, was "contracting" on behalf of his alleged principal. Their Lordships accepted, as applicable to the present case, the rule as thus stated by Lord Esher M.R. in *Firbank's Executors v. Humphreys*, 18 Q. B. D. 60: "The rule to be deduced is, that where a person by asserting that he has the authority of the principal induces another person to enter into any transaction which he would not have entered into but for that assertion, and the assertion turns out to be untrue, to the injury of the person to whom it is made, it must be taken that the person making it undertook that it was true, and he is liable personally for the damage that has occurred." And there was a "transaction" here within the meaning of that rule. The decision of Kekewich J. was right, and therefore the appeal must be dismissed with costs.

Solicitors: *Morley, Shirreff & Co.*; *Freshfields*.

G. I. F. C.

C. A. KELLY'S DIRECTORIES, LIMITED v. GAVIN AND LLOYD'S. Feb. 22.

*Copyright—Infringement—"Print or cause to be printed"—*

*Estoppel—Copyright Act, 1842 (5 & 6 Vict. c. 45), s. 15.*

Appeal from the decision of Byrne J., [1901] 1 Ch. 374, where the facts are fully stated.

The action was brought to restrain the infringement by the defendants of the copyright of a directory published by the plaintiffs. The defendant Gavin had published a *Diary for Merchants, &c.*, some pages of which were, as was proved at the trial, copied from the plaintiffs' directory.

Gavin did not appear. The diary bore on its title-page the words "Printed at Lloyd's," but it was proved that the pirated portion was not, in fact, printed at Lloyd's. Gavin had arranged with Lloyd's that they should print the whole book, but they found it impossible to complete the printing in time, and at Gavin's request it was arranged that he should be at liberty to get that portion of the book which could not be printed by Lloyd's printed by other printers. He accordingly employed other printers to print that portion, and in it were the pirated pages. The sheets printed by Lloyd's and the sheets printed by the other printers were afterwards bound up together in one volume, the title-page of which contained the statement above mentioned. Lloyd's were ignorant of Gavin's piracy, and after they became aware of it they did not sell any copies of the book. The only question at the trial was whether Lloyd's were liable to the plaintiffs for the costs of the action. Byrne J. granted an injunction against Gavin, but he held that Lloyd's had neither "printed" the pirated matter, nor "caused" it to be printed, and he gave the plaintiffs no costs as against them. But he gave Lloyd's no costs. The plaintiffs appealed.

*Levett, K.C.*, and *Edward Ford*, for the plaintiffs.

*Scrutton, K.C.*, and *F. D. MacKinnon*, for Lloyd's, were not called upon.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal.

Vaughan Williams L.J. said that the printers who printed the pirated matter were not the agents of Lloyd's, and it could not therefore be said that Lloyd's had "printed" it. Nor upon the evidence could it be said that Lloyd's had "caused" the pirated matter to be printed; at the most it could only be said that they had permitted it to be printed by the other printers.

STIRLING L.J. concurred.

COZENS-HARDY L.J. also agreed. The statement on the title-page could not be treated as an estoppel against Lloyd's; it was true as regarded that page.

Solicitors: *Scott, Spalding & Bell*; *Waltons, Johnson, Bubb & Whatton*.

W. L. C.

C. A. In re GRACE ANN BURBIDGE. Feb. 24.

*Lunacy—Inquiry—Jurisdiction—Domiciled foreigner temporarily in England—Property situate abroad.*

Petition for an inquiry into the state of mind of an alleged lunatic. She was originally a British subject, but had married a citizen of the United States of America, and was now a widow. Her property consisted mainly of real estate in America. She had come over to England, where she had no property, except, perhaps, a few personal chattels which she had brought with her. She had manifested symptoms of insanity, and had been placed in an asylum in England. The petition was presented by her brother, who resided in Wales.

*Newton Crane*, for the petition.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy

L.J.J.) held that there was clearly jurisdiction to direct the inquiry. If authority were needed, *In re Sottomaior*, (1874) L. R. 9 Ch. 677, was in point. Their Lordships would not say what the consequences of the order might be.

Solicitors: *Indermaur & Brown*, for *P. Hignett*, Colwyn Bay.  
W. L. C.

C. A. OWEN v. GIBBONS. Feb. 24.

*Inheritance—Root of descent—"Purchaser"—Devise to testator's "right heirs"—Co-heiresses—Joint tenancy or tenancy in common—Inheritance Act, 1833 (3 & 4 Will. 4, c. 106), s. 3.*

Appeal from a decision of Farwell J.

A testator, who died in 1847, by his will, made in 1845, devised real estate to trustees on specified trusts, the ultimate trust being "for my own right heirs for ever." At the time of the testator's death his two daughters, Mary and Ann, were his co-heiresses. Mary died in 1867; Ann died in 1882. The last of the trusts prior to the ultimate trust determined in 1900. The plaintiff was the heir-at-law of Ann; the defendants derived title through the heir-at-law of Mary. Farwell J. held that, by virtue of sect. 3 of the Inheritance Act, 1833, the testator's daughters took as devisees, and not by descent, and that they took as joint tenants, not as tenants in common. Consequently, the plaintiff, as heir-at-law of the surviving daughter, was entitled to the property. The defendants appealed.

*Butcher, K.C.*, and *Austen-Cartmell*, for the appellants.

*Uppohn, K.C.*, and *C. L. Coote*, for the plaintiff, were not called upon.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal. They held that sect. 3 of the Inheritance Act applied to a devise to the "right heirs" of a testator as well as to a devise to his heir, or to the person who happened to be his heir. They held also that the effect of the section was to alter, not only the root of descent, but also the quality of the estate, so that in the present case the daughters took as joint tenants, not as co-parceners, co-tenancy being an incident of descent at common law. Their Lordships approved the decision of Stirling J. in *In re Baker*, (1898) 79 L. T. (N.S.) 343.

Solicitors: *Patersons, Snow & Co.*, for *Longueville & Co.*, Oswestry; *Woodcock, Ryland & Parker*, for *H. C. & A. S. Reynolds*, Liverpool.  
W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Wright J. *In re WEIBKING.* Jan. 27; Feb. 18.  
*Ex parte WARD.*

*Bankruptcy—Building agreement—Chattels on premises "to be deemed annexed to the freehold"—Mortgage of building agreement—Mortgagee empowered to take possession if builder should "become bankrupt"—Bankruptcy of builder—Reputed ownership of chattels—Order and disposition—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 44.*

On the 22nd of July, 1901, one Weibking entered into a building agreement with the freeholder of certain land to build fifty houses on the land. The agreement provided that all materials and plant brought upon the land should "be deemed to be annexed to the freehold." By deed dated the 2nd of August, 1901, Weibking mortgaged "all his interest under the building agreement" to secure advances up to 3600*l.* and interest. This deed provided that if Weibking should make default in payment of any principal or interest, or should "become bankrupt," then the mortgagee might enter and take possession of the land and buildings comprised in the building agreement and complete any unfinished houses.

On the 17th of August a receiving order was made against Weibking on his own petition presented that day. Later the same day the mortgagee, with the consent of the freeholder, took possession of the premises comprised in the building agreement on the ground that Weibking had "become bankrupt." At this date there were on the premises loose materials to the value of 900*l.*, which the mortgagee used to complete some unfinished houses. On the 30th of August Weibking was adjudicated bankrupt. His trustee in bankruptcy now claimed from the mortgagee and the freeholder the value of the loose materials which on the 17th of August, the date of the commencement of the bankruptcy, were on the premises, on the ground that at that date there had been no default by the bankrupt either under the building agreement or the mortgage, and that the chattels in question were then in the order and disposition of the bankrupt with the consent of the true owner, the freeholder.

*Reed, K.C.*, *Muir Mackenzie*, and *A. A. Hudson*, for the trustee.

*Warmington, K.C.*, and *Thomas*, for the mortgagee.

*Beddall*, for the freeholder.

WRIGHT J. held the trustee entitled to judgment. The words "become bankrupt" must be construed strictly, and did not mean "if the builder shall commit an act of bankruptcy," but "if he shall be adjudicated bankrupt." The adjudication did not occur until the 30th of August, although the title of the trustee related back to the 17th of August, the date of the commencement of the bankruptcy. The bankrupt, therefore, was not in default when the mortgagee entered under the mortgage, and the latter was not then entitled to take possession of the premises and chattels. As to the chattels, although as between the builder and the freeholder they were "to be deemed to be annexed to the freehold," they still remained chattels as regards other parties, and were clearly in the order and disposition of the bankrupt at the commencement of his bankruptcy with the consent of the true owner, the freeholder. The principle of *In re Ginger*, [1897] 2 Q. B. 461, applied.

Solicitors: *Braby & Macdonald*; *Moodie & Co.*; *Croft & Mortimer.*  
H. L. F.

Byrne J. Feb. 18.  
IN THE MATTER OF THE COURT OF CHANCERY ACT, 1841, AND  
IN THE MATTER OF GEORGE EDMUND PIKE.

*Practice—Injunction—Transfer of stock—Restraining order under the Court of Chancery Act, 1841 (5 Vict. c. 5), s. 4—Title of notice of motion.*

This was an *ex parte* application by G. E. Pike, the executor of a Mrs. Nightingale, for an injunction to restrain the Bank of

England, until the hearing of an originating summons which had been issued, from transferring or paying dividends on a fund standing in their books in the names of the testatrix and her niece.

A. L. Morris, for G. E. Pike, submitted that the notice of motion was properly intitled in the form set out above, and referred to Daniell's Chancery Forms, 5th ed. p. 836; Seton's Judgments and Orders, 6th ed. vol. i. p. 729; and *In re Blaksley's Trusts*, (1883) 23 Ch. D. 549.

BYRNES J. said that the notice of motion was not properly intitled: it ought also to be intitled in the matter of the trusts of the will; and granted an injunction till the 28th of February, i.e., over the next regular motion day but one.

Solicitors: *Burton, Yeates & Hart.*

H. C. R.

Farwell J. WALES v. CARR. Feb. 20.

*Mortgage—Redemption—Mortgagee's solicitor's costs of negotiating loan and preparing mortgage.*

The defendants were first mortgagees of certain freeholds, and, on completion of their mortgage, their solicitors' costs of negotiating loan, investigating title, and preparing the mortgage deed were not, as is usual, deducted from the loan, but were subsequently paid by them to their solicitors. The plaintiffs were second mortgagees who were entitled to redeem, and, on redemption by them of the first mortgage, the defendants insisted that the costs above mentioned were part of their costs, charges, and expenses properly incurred under or by virtue of their mortgage which the plaintiffs were bound to pay as a term of redemption. The plaintiffs paid these costs under protest, and then brought this action claiming a declaration that, on redemption by them of the first mortgage, the defendants were not entitled to charge the costs in question as part of the costs of their mortgage. It was admitted that there was no authority on the point.

S. A. Earle, for the plaintiffs.

*Covens-Hardy*, for the defendants.

FARWELL J. held that the costs in question became, on completion of the mortgage, a simple contract debt at common law payable by the mortgagor to the mortgagee. They were no part of the costs, charges, and expenses of a mortgagee properly incurred under or by virtue of his mortgage. The observations of Jessel M.R. in the case of *Ex parte Firth*, (1882) 19 Ch. D. 419, 427, were in point. The mortgagee could not tack this simple contract debt to his security. It followed that the plaintiffs were entitled to judgment.

Solicitors: *Rooks, Spiers, Wales & Ward; Attenborough & Sons.*

H. L. F.

Farwell J. *In re CHETWYND'S SETTLEMENT.* Feb. 24.

SCARISBRICK v. NEVINSON.

*Trustee—Discharge—No new trustee appointed—Administration action—Jurisdiction.*

Originating summons.

This was a summons by one of four trustees of a settlement asking that he might be discharged from his trusteeship, and

that if and so far as necessary the trusts of the settlement might be administered. The only question was whether the Court had jurisdiction to make the order without appointing a new trustee.

F. R. Finch, for the retiring trustee. In an action to administer the trusts of a settlement the Court has jurisdiction to discharge a trustee without appointing a new trustee: *Courtenay v. Courtenay*, (1846) 3 J. & La T. 519.

J. T. Prior, for the continuing trustees.

*Leeke*, for the infant remaindermen.

The life tenants did not appear at the hearing.

FARWELL J. followed *Courtenay v. Courtenay*, and made the order.

Solicitors: *Rowcliffes, Rawle & Co.*, for Finch, Johnson & Finch, Preston and Blackpool; *Lethbridge & Prior.*

G. R. A.

Buckley J. Feb. 19.

*In re METAL CONSTITUENTS, LIMITED.*  
LORD LURGAN'S CASE.

*Company—Shares—Memorandum of association—Subscription obtained by misrepresentation—Winding-up—Contributory—Companies Act, 1862 (25 & 26 Vict. c. 89), ss. 6, 18, 23.*

The company was registered under the Companies Acts, 1862 to 1900, on the 10th of May, 1901, and Lord Lurgan had signed the memorandum of association for 250 shares in the company. He subsequently refused to pay anything in respect of the shares on the ground that he was led to sign the memorandum by the misrepresentations of one Sims, a promoter of the company. In the winding-up Lord Lurgan relied on this ground in support of an application by him to have his name removed from the list of contributories.

A. Houston, for Lord Lurgan.

*Eve, K.C.*, and *Manning*, for the liquidator.

BUCKLEY J. said that, assuming that before incorporation Sims had made to the applicant a representation which was untrue, and on the faith of which the latter had subscribed the memorandum for the shares, he was not entitled to rescission of the contract. Before incorporation Sims was not the agent of the company, because the company did not exist, and the applicant was not induced to sign for the shares by the misrepresentation of the company or its agent. Down to the time when the memorandum and articles were taken in for registration there was no contract, although on registration, by force of the Companies Act, 1862, the company sprang into existence, and the subscribers of the memorandum became, by virtue of sect. 23, members of the company. The applicant was not entitled to rescission on the ground of the misrepresentation; nor was *Karberg's Case*, [1892] 3 Ch. 1, an authority in the applicant's favour. The scheme of the Act was that the company owed its existence under sect. 6 to the signatures of seven persons to its memorandum, and sect. 23 meant that on registration a contract was created, not merely as between the subscribers and the company, but as between the subscribers and the company on the one hand and the other persons who should become members on the other hand. By sect. 18, when the certificate of incorporation was given the subscribers of the memorandum, together with such other persons as might from

time to time become members, were to be a body corporate, and the applicant was bound, not only in favour of the company, but in favour of every other person who became a member. The application must be dismissed with costs.

Solicitors: *H. Percy Becher; Blair & Girling.* F. E.

Swinfen Eady J. Feb. 14.  
STEPHENS v. MYSORE REEFS (KANGUNDY) COMPANY, LIMITED.

*Company—Memorandum of association—Construction—Objects—Ancillary clauses—Declaration that all clauses independent—Ultra vires—Injunction.*

The defendant company was incorporated in 1899 by way of reconstruction of a company with a very similar name, which had been incorporated in 1897. The 3rd clause of the memorandum of association of the new company stated the objects for which the company is established are: (1) To acquire and take over as a going concern the undertaking of the Mysore Reefs (Kangundy), Limited (incorporated in 1897), and all or any of the assets and liabilities of that company, and with a view thereto to enter into and carry into effect the agreement therein mentioned. Then followed twenty-three clauses stating the objects of the company in the widest possible terms, including—to acquire gold mines in Mysore or elsewhere, to purchase the property, business, and liabilities of any company carrying on any business which the company was authorized to carry on, or possessed of property suitable for the purposes of the company; to take and otherwise acquire and hold shares or stock in, or securities of, and to subsidise or otherwise assist any company carrying on or engaged in any business or transaction which the company was authorized to carry on or engage in; to promote any company for the purpose of acquiring the property, rights, or interest of the company, or for any other purpose which might seem directly or indirectly calculated to benefit the company, and to subscribe for any part of the capital of any such company.

The 25th paragraph provided "that the objects specified in each paragraph of this clause shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the company."

The engineers sent out by the company had reported that it was useless to make any further attempts to work the property in Mysore acquired from the old company, and mining operations there had been abandoned.

The company then issued a circular proposing a scheme for promoting a company to acquire a gold mining property on the West Coast of Africa, and to invest all their available capital in its shares for the purpose of supplying the company with working capital. A shareholder brought this action to restrain the company from acting on this proposal as *ultra vires*, and now moved for an injunction.

*Micklem, K.C., and Dickinson,* for the plaintiffs.

*Eve, K.C., and Martelli,* for the defendants.

SWINFEN EADY J. said that, notwithstanding paragraph 25, the true way of construing the 3rd clause of the memorandum of association was to take the 1st paragraph of the objects clause as shewing the main object of the company, and the rest as giving the widest possible powers for carrying out that

object, but not as enabling the company to carry on any business of any kind they liked. A company might have several objects, but they must be clearly defined, not implied by stringing together a series of vague powers. If otherwise construed the memorandum of association would not comply with sect. 8 of the Companies Act, 1862 (25 & 26 Vict. c. 89). The case came within the principle of *In re German Date Coffee Company*, (1882) 20 Ch. D. 169, and similar cases. He therefore granted the injunction.

Solicitors: *C. W. Rawlinson; Francis & Johnson.*

J. R. B.

Swinfen Eady J. STEVEN v. BUNCLE. Feb. 25.

*Arbitration—Stay of action—Step in the proceedings—Summons for directions—Pleadings ordered at joint request of plaintiff and defendant—Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 4.*

Summons.

This was a summons by the defendant in a partnership action asking that the proceedings might be stayed and the matter referred to arbitration pursuant to the partnership articles and the Arbitration Act, 1889.

The question was whether the defendant had taken a step in the proceedings within sect. 4 of the Arbitration Act, 1889, so as to have lost his right to a stay.

It appeared that on the 16th of October, 1901, the defendant's solicitor wrote demanding a statement of claim.

On the 24th of October, 1901, the plaintiff issued the usual summons for directions. On the hearing of this summons on the 31st of October, 1901, the master stated that it was not usual to direct pleadings to be delivered in partnership actions; but the plaintiff's solicitors pointed out that the present action raised important questions of law and fact, and was not an ordinary action for account. The defendant's solicitor then joined in and stated that he must press for the delivery of pleadings, and in the result the master, upon the joint request of the solicitors for both parties, made the usual order for the delivery of pleadings, no suggestion being made that the matter ought to be settled by arbitration.

*Borthwick*, for the plaintiff, relied on *Country Theatres and Hotels, Limited v. Knowles*, ante, p. 22; [1902] 1 K. B. 480.

*A. à Beckett Terrell*, for the defendant, pointed out that in that case the plaintiff and defendant had really obtained cross-orders for discovery on the summons for directions, whereas in the present case the defendant had merely supported the plaintiff in his view that it was a proper case for pleadings, and the order could quite well have been made on the plaintiff's application alone.

SWINFEN EADY J. said that he was unable to distinguish *Country Theatres and Hotels, Limited v. Knowles*, and therefore dismissed the summons.

*Leave to appeal was granted.*

Solicitors: *Iliffe, Henley & Sweet*, for *Arundel & Son, Pontefract*; *John R. Hall*, for *W. E. Clayton-Smith, Pontefract*.

G. B. A.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and fidelity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council as soon as possible after application furnish the necessary papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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## THURSDAY, March 6.

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- Deverges v. Sandeman, Clarke & Co.* Appeal from Farwell J. Dismissed.  
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## THURSDAY, March 6.

- Guthrie v. North China Insurance Company.* Appeal from Mathew J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. Feb. 17.  
 LANGASHIRE BRICK AND TERRA COTTA COMPANY, LIMITED v.  
 LANGASHIRE AND YORKSHIRE RAILWAY COMPANY.

*Railway—Adjoining owners—Private branch railways—Private sidings—Openings for communication with railway—Railway Regulation Act, 1842 (5 & 6 Vict. c. 55), s. 12—Railways Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 20), s. 76.*

Appeal by the defendants from a judgment of the Railway and Canal Commissioners, reported [1902] 1 K. B. 381.

*C. A. Russell, K.C., and Moon,* for the defendants.

*Foote, K.C., and Whitehead,* for the applicants.

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) reversed the decision of the Court below on the ground that sect. 76 of the Railways Clauses Consolidation Act, 1845, applies to the user of the railway by the owners of branch railways with their own engines and carriages, and does not entitle an adjoining owner, who makes a siding, to demand communication with the railway for the purpose of establishing a claim to facilities for his traffic.

Solicitors for applicants: *Neish, Howell & Macfarlane,* for *B. T. Westwell,* Accrington.

Solicitors for defendants: *Woodcock, Ryland & Parker,* for *C. Moorhouse,* Manchester.

C. A. Feb. 26.  
 NEAVEYSON v. PETERBOROUGH RURAL DISTRICT COUNCIL.

*Prescription—Lost grant, Presumption of—Inclosure Act—Award—Restriction of pasturage on roads to sheep—Presumption of legal origin to support long user.*

Appeal from the judgment of Cozens-Hardy J., reported [1901] 1 Ch. 22.

The action was brought by the plaintiff, as the occupier of land allotted under an Act for the inclosure of certain commons, against the defendants, as the surveyors of highways, claiming an injunction to restrain them from wrongfully allowing horses and cattle to be depastured on a certain road, of which the soil formed part of his land, contrary to the provisions of the Act and the award made under it, and damages.

By the Act, which was passed for the inclosure of the commons, and their drainage in connection with that of a larger area in a fen level, as a work of public utility, it was provided that the herbage on roads to be set out under the Act should belong to the person or persons to whom the Inclosure Commissioners should by their award allot the same, and that in their award the Commissioners might insert such orders,



regulations, and determinations, to be observed and followed by the several proprietors, as should be necessary or proper for the completing and maintaining the drainage and inclosure. By their award the Commissioners allotted the herbage on certain roads adjoining watercourses, of which the road in question was one, to the surveyor of highways for the time being, to be by him let annually for the depasturing of sound and healthy sheep, but of no other cattle or stock whatever. The surveyors of highways had for more than fifty years made a practice of letting the herbage on the roads for the depasturing of a certain number of horses and cattle as well as sheep.

The learned judge presumed an enlargement of the right of pasturage by lost grant or release, made in favour of the surveyor of highways by the allottees under the Act, and therefore gave judgment for the defendants.

*Rawlins, K.C., and Percival*, for the plaintiff.

*Eve, K.C., and Schiller*, for the defendants.

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) held that, on the true construction of the Inclosure Act and award, the prohibition of the pasturage of stock other than sheep on the roads was intended to be a permanent provision; that it was made, not merely for the protection of the allottees under the Act, but also for the preservation of the drainage system in the public interest; that it was, therefore, not competent for the allottees or any body of persons to make a grant or release in favour of the surveyor of highways, so as to extend the right of pasturage on the roads to stock other than sheep; and that, consequently, no such grant or release could be presumed to support the above-mentioned practice of the surveyors of highways. They therefore allowed the appeal.

Solicitors for the plaintiff: *Clarke, Rawlins & Co., for Percival & Son*, Peterborough.

Solicitor for the defendants: *J. Matthew Voss*, for *J. W. Buckle*, Peterborough. E. L.

C. A.

Feb. 27.

**BAILY & Co. v. CLARK, SON & MORLAND.**

*Watercourse—Artificial stream—Riparian owner—Right to flow of water.*

Appeal against a decision of Byrne J.

The plaintiffs were the owners of a mill, called Beckery Mill, near Glastonbury, which was situate upon a cut or channel by means of which part of the water of the river Brue was carried from a place called Clyce Hole, rejoining the river about a mile and a half lower down. For the purposes of the case the channel was assumed to be an artificial one. The plaintiffs also owned a factory, called Beckery Factory, closely adjoining and above the mill, where they carried on the business of manufacturing skins and rugs. The inflow of water from the river into the artificial cut was regulated by means of an artificial structure with removable boards, which was, and always had been, under the control of the miller, who had also always kept the channel clear and repaired its banks. The defendants owned a factory, called Northover Factory, also situate on the artificial stream, about 200 yards higher up than the plaintiffs' factory. The defendants had built their factory in 1870, on the site of an ancient tannery, and they carried on there the business of manufacturing sheepskin and other rugs. They abstracted water from the

stream for the purposes of their business. The plaintiffs' mill had existed for many years, as had also the old tannery. For the purposes of the tannery water had been abstracted from the stream, but the plaintiffs alleged that the defendants had greatly increased the amount of abstraction.

By this action the plaintiffs claimed an injunction to restrain the defendants from diverting or abstracting the water of the stream to the injury of the plaintiffs' premises or either of them. The defendants claimed a prescriptive right to abstract the water for the purposes of their factory, and denied that they had abstracted an unreasonable quantity. There was no evidence as to the circumstances under which the artificial cut had been originally constructed, but it was known that it had existed for some centuries. There was evidence that more than 200 years ago a fulling mill had existed on the stream.

Byrne J. granted an injunction restraining the defendants from wrongfully diverting or abstracting the water of the stream further or otherwise or to any greater extent than the water was formerly diverted or abstracted for the same process or processes (if any) as was or were formerly carried on at the old tannery, and which had since been carried on by the defendants at their factory.

The defendants appealed.

*Levett, K.C., and R. Cunningham Glen*, for the defendants.

*Rowden, K.C., and Ward Coldridge*, for the plaintiffs.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS L.J. said that he would assume (without deciding the point) that the stream was an artificial one, and, that being so, the right to the flow of water must depend upon grant, proved or presumed, or upon prescription. The circumstances might be such that as to lead to the inference that the artificial channel was originally constructed upon the terms that all the riparian landowners should have the same rights to the use of the water as riparian owners would have in the case of a natural stream, and no more. *Sutcliffe v. Booth*, (1868) 32 L. J. (Q.B.) 136, was an authority for that. In the present case the evidence shewed that there had been for a long time a withdrawal of water from the stream for other than domestic purposes at the old tannery, and that there had been another mill higher up the stream. His Lordship thought that the proper inference from the user was that the artificial stream had been originally constructed on the terms that water might be abstracted for manufacturing purposes equally by all the riparian owners, provided that the amount of abstraction was reasonable. In his Lordship's opinion there was no proof that the defendants had abstracted more than a reasonable amount of water. There might possibly be circumstances from which the proper inference would be that a millowner had a paramount right to the water of an artificial stream, but no such inference could be drawn from the evidence in the present case. No possible inference from the facts would give the plaintiffs that which they had really claimed—a right to every drop of the water of the stream.

STIRLING and COZENS-HARDY L.JJ. concurred.

Solicitors: *Crowders, Vizard & Oldham*, for *W. Nizon*, Glastonbury; *James & Mellor*, for *Hobbs & Bruton*, Portsmouth.

W. L. C.

C. A.

DEVERGES v. SANDEMAN, CLARK &amp; Co.

March 1.

*Mortgage—Power of sale—Chose in action—Shares in company—Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), ss. 19, 20.*

Appeal against the decision of Farwell J., [1901] 1 Ch. 70.

The action was brought by the mortgagor of shares in a company for the redemption of the shares, and in the alternative for damages for the alleged wrongful sale of the shares by the mortgagees. The mortgage, which was not by deed, fixed no time for the payment of the mortgage debt, and it contained no power of sale. The mortgagees had sold the shares. The questions were, whether the mortgagees had an implied power of sale after the expiration of reasonable notice by them to the mortgagor to pay the debt, and, if so, whether reasonable notice had been given to the plaintiff.

Farwell J. held that there was an implied power of sale, and that reasonable notice had been given, and that consequently the action failed.

The plaintiff appealed.

Robert Wallace, K.C., and Stutfield, for the plaintiff.

Upjohn, K.C., and Stewart-Smith, for the defendants.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) dismissed the appeal, Vaughan Williams L.J. differing from the majority.

Their LORDSHIPS agreed in holding that a mortgagee of shares, no time having been fixed in the mortgage for payment of the mortgage debt, has an implied power to sell the shares after the lapse of a reasonable time from notice by him to the mortgagor requiring payment on a day certain. Their Lordships referred to *Tucker v. Wilson*, (1714) 1 P. Wms. 261, 5 Bro. P. C. 193; *In re Morrill*, (1886) 18 Q. B. D. 222, 233; *Ex parte Hubbard*, (1886) 17 Q. B. D. 690, 698; and *Robbins on Mortgages*, vol. i., pp. 275, 276, as authorities for this view.

STIRLING and COZENS-HARDY L.JJ. were of opinion that reasonable notice to the plaintiff requiring payment of the debt had been given by the defendants.

VAUGHAN WILLIAMS L.J. was of opinion that reasonable notice had not been given, but that the notice which had been given was bad within the principle of *Pigot v. Cubley*, (1864) 15 C. B. (N.S.) 701.

Solicitors: E. F. Weldon; Morley, Shirreff & Co.

W. L. C.

proper in the premises, and to sign the plaintiff's name or his trading name to any cheques on his banking account in London. The attorney, purporting to act on behalf of the plaintiff under this power, obtained a loan of 4000*l.* from the defendants Messrs. Morris, ostensibly for the general purposes of the business, and accepted bills of exchange to that amount in his own name *per pro* the firm. The 4000*l.* was paid into the plaintiff's banking account, and drawn out by the attorney, who misapplied it, without the knowledge of the plaintiff.

The action was brought by the plaintiff against Messrs. Morris and the attorney for an injunction to restrain the defendants from negotiating the bills for the 4000*l.*, upon the ground that they were accepted without the plaintiff's authority. The defendants Morris counter-claimed against the plaintiff and the attorney for payment of the sums due on the bills with interest at 4 per cent., and alternatively for the 4000*l.* as money had and received by the plaintiff to the use of the defendants Morris, with like interest. Farwell J. held, (1) upon the construction of the power, that it did not confer a general power of borrowing, and (2) that the 4000*l.* could not be claimed as money had and received by the plaintiff for the use of the defendants Morris, inasmuch as he did not know, and had no means of knowing, that the money had been paid into his account until after it was drawn out.

The defendants Morris appealed.

Neville, K.C., Butcher, K.C., and A. L. Morris, for the defendants Morris.

Upjohn, K.C., and Johnston Edwards, for the plaintiff.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.), in considered judgments, dismissed the appeal with costs, holding that the power of attorney did not confer a general power of borrowing; also that, under the circumstances of the case, the plaintiff could not be held liable for the 4000*l.* as money had and received for the use of the defendants Morris. These defendants must be taken to have had full notice of the terms of the power of attorney, and that it did not authorize the borrowing of the 4000*l.* It would not be just to hold the plaintiff liable for an act done by his attorney beyond the scope of his authority, in favour of the defendants Morris, who knew the limits of the authority. Their Lordships agreed with the view taken by Farwell J. of *Marsh v. Keating*, (1834) 1 Bing. N. C. 198; 37 R. R. 75.

Solicitors: Hollams, Sons, Coward & Hawksley; Robinson & Stannard.

G. I. F. C.

C. A.

ENGELS v. HUBERT UNCHANGEABLE EYELET COMPANY, LIMITED.

March 5.

*Patent—Threats—Injunction—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 32.*

Appeal by the defendant company against an interlocutory injunction granted by Byrne J. under sect. 32 of the Patents, Designs, and Trade Marks Act, 1883, to restrain the company from threatening legal proceedings against persons selling goods of the plaintiff's manufacture as being an infringement of the defendant company's patented articles (see [1902] W. N. 32).

Moulton, K.C., and A. J. Walter, for the defendant company. Bousfield, K.C., and J. W. Gordon, for the plaintiff.

C. A.

JACOBS v. MORRIS.

March 3.

*Principal and agent—Power of attorney—Construction—General words—Ejusdem generis—Borrowing—Excess of authority—Money had and received.*

Appeal from Farwell J., [1901] 1 Ch. 261.

The plaintiff, who traded in Australia under a firm name, gave to his London agent a power of attorney to buy goods for him in connection with the business, either for cash or on credit, with power to modify or cancel the contracts for purchase, and "where necessary, in connection with any purchases made on my behalf as aforesaid or in connection with my said business," to make, draw, sign, accept, or indorse any bills of exchange or promissory notes which should be requisite or

After the appeal was opened, it was by arrangement ordered that the injunction should be dissolved upon the defendant company commencing an action against the plaintiff, who was a domiciled foreigner, or against his agent in England, for infringement, the plaintiff undertaking in either case to give security for the costs of the action to the satisfaction of the judge in chambers. Liberty to apply.

Solicitors: *Faithfull & Owen; Ashurst, Morris, Crisp & Co.*

H. B. H.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. *In re HISCOE.* Feb. 14, 21.  
*HISCOE v. WAITE.*

*Administration—Practice—Annuity—Interest on arrears not allowed.*

Owing to misapprehension, an annuity, or annual sum payable out of the income of the testator's residuary real and personal estate, had been treated as determined, whereas it, in fact, according to the construction of the will as subsequently ascertained, continued. The question was whether the annuitant was entitled to interest on the arrears of the annuity.

*Wace*, for the plaintiffs.

*Warrington, K.C.*, and *Owen Thomas*, for the annuitant.

*Whinney* and *Rashleigh*, for the persons entitled to the accumulations.

*Cur. adv. vult.*

KEKEWICH J. said that on principle he was unable to see why interest should not be payable. An annuity after all was nothing but a legacy payable by instalments, and, as it was ordinary practice to calculate interest on legacies as a general rule from twelve months after the testator's death, it was extremely difficult to see why the arrears of an annuity should not carry interest in the same way. But it seemed clear upon the decided cases that the practice was otherwise. His Lordship referred to the following authorities: *Batten v. Earnley*, (1723) 2 P. Wms. 162; *Anderson v. Dwyer*, (1804) 1 Sc. & L. 801; *Martyn v. Blake*, (1842) 3 Dr. & War. 125; *Taylor v. Taylor*, (1849) 8 Hare, 120, and *Torre v. Browne*, (1855) 5 H. L. C. 555, 577, where Lord Cranworth said, "The general rule of the Court is that arrears of an annuity do not carry interest." The textbooks were to the same effect. In particular his Lordship referred to Daniell's Chancery Practice, 7th ed. vol. i. p. 537, and added that he had consulted two of the most experienced masters, viz., Master Lionel Clarke, in his own chambers, and Master Hawkins, in the chambers of Byrne J., and they entirely confirmed the views expressed in Daniell's Chancery Practice as to what is the practice of the Court. The interest, therefore, in the present case could not be allowed.

Solicitors: *Linklater, Addison, Brown & Jones; P. Jerome; Thorne & Welford; Jerome & Co.* C. C. M. D.

Kekewich J. *In re POLLARD.* Feb. 26.  
*POLLARD v. POLLARD.*

*Costs—Apportionment—Methods of apportionment where one party liable to pay a portion but not the whole of the costs of action—Advantages of the proportionate method of apportionment—"Party and party" costs.*

This was an administration action which now came on to be heard on further consideration, when it appeared that the costs of the action were to a great extent occasioned by an unfounded claim set up by the defendant. In dealing with this matter his Lordship took occasion to make some remarks of a general character as to apportionment of costs.

*Renshaw, K.C.*, and *Marcy*, for the plaintiff.

*L. S. Bristowe*, for the defendant.

KEKEWICH J. said:—In these cases, which are of frequent occurrence in the Chancery Division, where a defendant or a plaintiff is liable to pay a large portion of the costs of an action, but is not liable to pay the whole, perhaps the ordinary and stereotyped way of carrying that out is by giving a direction to the taxing master to distinguish between the costs which the party is liable to pay and those which he is not liable to pay. Sometimes it is done by a direction that the party is to pay all the costs of the action, except so far as they have been increased by particular proceedings. There is also a form of dividing the costs according to the issues, which I think has been more common in the King's Bench Division, but this, though logical and strictly right, gives rise to a great deal of trouble. The costs of an issue, or costs increased by a particular claim, do not connote by themselves any of the general costs of the action, and therefore, when the matter comes before the taxing master, great difficulty occurs in distributing the general costs of the action, and, notwithstanding the great knowledge and experience of the taxing masters, the difficulty is often not satisfactorily solved. Sometimes it is possible with some care at once to say that the party who is to pay costs shall pay a certain proportion of the whole costs, and if that can be done time and expense are saved. Of course such a method is necessarily rough, and in the nature of an estimate, but still I cannot help thinking that such a rough estimate is just as likely to do what is right as the more logical and precise method. I adopted it the other day in a case which came before me, and I propose to do so again now. I commend the practice to my brother judges as one deserving of their consideration. I am sure that it works well where the judge sees his way. Sometimes, of course, it cannot be done, as in a witness action, for example, where the judge often cannot tell how much trouble has been taken to get up the evidence of a particular witness, who in the result, and because of the course taken by the case, is only asked a few questions. But there are many cases in which I think it may, with reflection, be easily done.

His Lordship then dealt with the facts of the case, and directed that the defendant should pay two-thirds of the whole costs of the action.

A further point then arose in reference to the form of order as to taxation of certain costs which it was necessary to tax, not only as between solicitor and client, but also on the ordinary basis of taxation. The question was whether the expression "party and party" costs ought to be used in contradistinction

to "solicitor and client" costs, having regard to the new rules of January, 1902.

KEKEWICH J. thought that where "solicitor and client" costs are mentioned it is right also to mention "party and party" costs, but said that he would confer with the taxing masters.

Later in the day his Lordship said that he had seen one of the taxing masters, who had confirmed his opinion.

Solicitors: *Sydney R. Pollard; John C. Button & Co.*

C. C. M. D.

Buckley J.

*In re* BEAUMONT.  
BEAUMONT *v.* EWBank.

Feb. 27.

*Donatio mortis causâ—Gift of cheque drawn by deceased—Overdrawn account.*

On the 19th of February, 1901, one Beaumont was very ill and in expectation of death. His niece was called to his room. When she got there he told her that he must draw a cheque in favour of Mrs. Ewbank at once. She got his cheque-book, and by his directions filled up a cheque in Mrs. Ewbank's favour for 300*l.*, and he signed it. She then, by his direction, handed the cheque to Mrs. Ewbank, who was in the same house. The Court found that Beaumont intended the proceeds of the cheque to be Mrs. Ewbank's in case of his death. She indorsed the cheque, and handed it to her bankers, who presented it for payment at Beaumont's bank on the 23rd of February. Beaumont's account was overdrawn, and the bank manager refused to cash the cheque, and pointed out that the signature was not like Beaumont's ordinary signature, and required some confirmation of the assertion that it was his signature. On the 25th of February, before that confirmation was obtained, Beaumont died. The cheque was never cashed. The question was raised by originating summons whether there was a valid *donatio mortis causâ*.

*Tindal Robertson*, for the executors, who had taken out the summons.

*Jessel*, for the residuary legatees.

*Sargant*, for Mrs. Ewbank.

BUCKLEY J. said that in order to make a *donatio mortis causâ* valid the Court must find that the donor intended the gift to be absolute if he died. It was unnecessary that he should actually say so. It was a question of fact on which the inference could be drawn that the gift was to be absolute on the donor's death. Lord Eldon held that the delivery of a mortgage or bond might be a good *donatio mortis causâ* of the debt: *Duffield v. Elwes*, (1827) 1 Bli. (N.S.) 497. Following the principle of that case, the following had been held good subjects of donation: (1) a promissory note payable to the deceased's order but not indorsed: *Veal v. Veal*, (1859) 27 Beav. 303; (2) a bill of exchange in favour of the deceased or his order, which apparently had been indorsed: *Rankin v. Weguelin*, (1829) 27 Beav. 309; (3) bills of exchange payable to order and which had not been indorsed: *In re Mead*, (1880) 15 Ch. D. 651; (4) a cheque payable to the donor's order and not indorsed: *Clement v. Chessman*, (1884) 27 Ch. D. 631; (5) a banker's deposit-note: *In re Dillon*, (1890) 44 Ch. D. 76. In none of these cases did the donee get the complete title, but he had obtained the *indicta* of title at the time of the donor's death, and as against the legal personal representative could ask

for completion of it. But this was the deceased's own cheque. That was not an equitable assignment of a balance at his bankers: *Hopkinson v. Forster*, (1874) L. R. 19 Eq. 74. The instrument was revocable and might be stopped in the donor's lifetime, and would be revoked by his death. If the cheque was cashed in his lifetime, there was a good *donatio mortis causâ* of the money, but the money would be received on the term that it was only to be retained in case of his death. If the cheque was not presented in his lifetime, there was no valid gift—*Hewitt v. Kaye*, (1868) L. R. 6 Eq. 198—even if the pass-book was handed over: *In re Beak's Estate*, (1872) L. R. 13 Eq. 489. In *In re Dillon* Lindley L.J. had said that it might some day require consideration whether a man might make a good gift of his own cheque; but if *Hewitt v. Kaye* and *In re Beak's Estate* were to be reconsidered, it must be in a higher Court. Even without payment there might be a good gift if there was an undertaking by the banker to hold the amount of the cheque for the donee. *Bromley v. Brunton*, (1868) L. R. 6 Eq. 275, was at first puzzling, but was not, when examined, in conflict with *Hewitt v. Kaye* and *In re Beak's Estate*. If there was no actual or constructive payment there was no *donatio mortis causâ*. There was some conflict as to whether the manager refused to pay because he doubted the signature, or because the account was overdrawn. His Lordship found that the mind of the manager was that he would lend the money to pay the cheque if he found that the signature was right. What was the legal effect? The case was not within *Bromley v. Brunton*; there could not be an equitable assignment, for there were no funds. And if the manager was minded to lend, that was not binding on him. There was no consideration, and if the cheque had come back confirmed, and he had changed his mind, no right would have been acquired by the donee. If the manager had not changed his mind, an agreement by him to lend would not have been enforceable, and no right to property would have passed. It must be held that there was no valid *donatio mortis causâ*.

Solicitors: *Lowndes & Son*, for *A. F. Griffith, Davie & Smith*, Brighton; *St. Barbe Sladen & Wing*. F. E.

Buckley J.

*In re* PARTINGTON.  
RHEIGH *v.* KANE.

March 3.

*Settled Land—Capital trust—Improvements—Income or capital—Leaseholds held on trust to pay rents and observe covenants and subject thereto for tenant for life—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 26—Settled Land Act, 1890 (53 & 54 Vict. c. 69), s. 15.*

The testator died possessed of leasehold houses held for the unexpired residues of terms ranging from eighteen to sixty-one years. By his will he gave the leaseholds to trustees upon trust that they "shall, by and out of the rents and profits thereof, pay the rents and annual sums reserved by the leases thereof respectively, and perform and observe the lessees' covenants and conditions in the said leases respectively contained, and subject thereto shall hold the same premises" upon trusts under which M. L. Kane was tenant for life, with remainders over. The sanitary authorities had served notices requiring repairs or improvements of drainage, and, without any

scheme being previously submitted for approval, a sum of 415*l.* was expended on these matters. The tenant for life admitted, that each lease contained a covenant which would oblige the lessee to do all the work which had been done. Some part of the work was not mere repair, but would be an "improvement" within the Settled Land Acts. By originating summons the question was raised whether the 415*l.* or any part thereof ought to be paid out of income or capital.

*Harry Greenwood*, for the trustees of the will.

*H. S. Preston*, for the tenant for life.

*A. Underhill* and *Baden Fuller*, for persons respectively claiming to be entitled in remainder.

BUCKLEY J. said that M. L. Kane was tenant for life, not of the rents of the house, but of the balance thereof after first paying, amongst other things, the 115*l.* It had been argued for her that the Settled Land Acts overrode the trusts of the will, and that she ought to be treated as tenant for life entitled to have the Acts so applied as to throw the expense of "improvements" upon capital, and thus increase the balance coming to her as income. Neither *Clarke v. Thornton*, (1887) 35 Ch. D. 307, nor *In re Lord Stamford's Settled Estates*, (1889) 43 Ch. D. 84, supported the contention. There was not in either case, as there was in this, a trust coming before the trust for the tenant for life and providing for payment of improvements out of income. Moreover, these repairs and improvements could not be provided for out of capital under the Settled Land Act, 1882, because they had been executed without a scheme for their execution being first carried in. The application must be made under sect. 15 of the Settled Land Act, 1890, under which the Court had a discretion: *Countess of Cardigan v. Curzon-Howe*, (1893) 9 T. L. R. 244. That discretion must be exercised by throwing the expenses where the testator had thrown them—viz., upon income.

Solicitors: *Mott & Son; Stow, Preston & Lyttelton; Bannister, Williams & Ram.*

F. E.

Swinfen Eady J.

Feb. 14, 18, 22.

*In re PHACOCK'S SETTLEMENT.*

*KELCEY v. HARRISON.*

*Power—Execution—General power—Married woman—Appointment by will—Administrator with the will annexed—Right to receive fund.*

Originating summons.

By her will, made during coverture, the testatrix, who died before the date of the Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), exercised a general testamentary power of appointment over funds settled by her marriage settlement, and appointed them to her executors upon trust to pay a legacy of 200*l.*, and to divide the residue among certain named persons. The executors having died without proving the will, letters of administration with the will annexed were granted to the plaintiff.

The testatrix left no estate except the settled funds, and there were no debts.

The question arising whether the plaintiff could give the defendant, the trustee of the settlement, a valid receipt or discharge for the settled funds, this summons was issued to determine the point.

*Arthur J. Chitty*, for the plaintiff.

*Martelli*, for the defendant.

SWINFEN EADY J. It is well settled that an executor can give a receipt for a fund appointed by will: *Re Philbrick's Trusts*, (1865) 13 W. R. 570; *In re Hoskin's Trusts*, (1877) 5 Ch. D. 229, 6 Ch. D. 281; *In re Davies' Trusts*, (1871) L. R. 13 Eq. 163, 166. The same principle must apply to an administrator with the will annexed, whose duties with respect to the administration of the estate and the payment of debts and legacies are identical with those of an executor. The plaintiff can, therefore, give a valid receipt and discharge for the funds.

Solicitors: *Harry Wilson & Co.*, for *St. George Ashe*, Cambridge; *Henry P. Spottiswoode*. G. R. A.

Swinfen Eady J.

Feb. 26.

*In re BOZZELLI'S SETTLEMENT.*

*Conflict of laws—Marriage—Capacity—Italian subjects—Italian domicile—Italian marriage—Deceased husband's brother—Lord Lyndhurst's Act (Marriage Act, 1885), 5 & 6 Will. 4, c. 54, s. 2.*

Originating summons.

By a marriage settlement dated the 15th of November, 1871, and made between the intended wife, an Englishwoman domiciled in England, of the first part, the intended husband, an Italian domiciled in Italy, of the second part, and trustees resident in the United Kingdom of the third part, certain funds were settled on trust for the wife, husband, and the issue of the marriage; but it was provided that if the wife survived the husband she might by deed or will appoint one-third of the settled funds subject to her own life interest in favour of a subsequent husband and the children of a subsequent marriage.

The marriage was solemnized in Italy on the 16th of November, 1871. There were three children of this marriage. The husband died on the 29th of November, 1879, being still a domiciled Italian subject. The wife remained in Italy without changing the Italian nationality and domicile acquired on her marriage.

On the 11th of December, 1880, the wife having obtained the necessary dispensation, married her deceased husband's brother, an Italian domiciled in Italy. There were several children of this marriage, which was admittedly valid according to Italian law.

The wife being now desirous of exercising her power of appointment in favour of her second husband and the children of her second marriage, this summons was issued to determine whether the power was exercisable, the question being whether the second marriage was valid according to English law.

*McMullan*, for the trustees of the settlement.

*Austen-Cartmell*, for the children of the first marriage. The second marriage is expressly declared by the statutes 25 Hen. 8, c. 22, s. 3, and 28 Hen. 8, c. 7, s. 11, to be prohibited by God's laws, and as such it is rendered absolutely null and void by sect. 2 of Lord Lyndhurst's Act. It cannot, therefore, be recognised in an English Court, whatever be the nationality or domicile of the spouses. *Vide* observations of Lord St. Leonards in *Brook v. Brook*, (1861) 9 H. L. C. 193, 233.

*T. J. C. Tomlin*, for the wife, the second husband, and the children of the second marriage.

SWINFEN EADY J., after referring (*inter alia*) to the observations of Lords Campbell and Cranworth in *Brook v. Brook*, 9 H. L. C. 193, 212, 226, and to the observations of the Court of Appeal in *Sottomayor v. De Barros*, (1877) 3 P. D. 1, 5, held that marriage capacity depended solely on the law of the domicile. The present marriage being valid by that law, and not being stamped as incestuous by the general consent of Christendom, was valid in England. The power was therefore exercisable.

Solicitors: *Attree, Johnson & Ward*, for *Hunt, Currey, Nicholson & Co.*, Lewes.

G. R. A.

### KING'S BENCH DIVISION.

K. B. D. WHITAKER v. POMFRET.

Feb. 25.

*Adulteration—Limit of time for proceedings—False warranty—Sale of Food and Drugs Act, 1899 (62 & 63 Vict. c. 51), s. 20, sub-s. 6—11 & 12 Vict. c. 43, s. 11.*

Case stated by justices for Lancashire upon appeal against a refusal to convict the respondents under sect. 20, sub-sect. 6, of the Sale of Food and Drugs Act, 1899, for giving a false warranty upon the sale of an article of food.

The facts shewed that on the 20th of November, 1900, the respondents, a firm of wholesale grocers, sold to one Milne, a retail grocer, three pounds of white pepper, with a written warranty that it was genuine white pepper. On the 16th of May, 1900, Milne sold six ounces of the pepper to the appellant, who bought it for analysis; when analyzed it was found to contain not more than 90 per cent. of genuine white pepper, and not less than 10 per cent. of bleached pepper husks. Milne was then summoned for selling to the prejudice of the purchaser an article of food which was not of the nature, substance, and quality demanded; but at the hearing on the 24th of June, 1901, upon proof of the warranty, &c., the summons was dismissed under sect. 25 of the Sale of Food and Drugs Act, 1875 (38 & 39 Vict. c. 63). On the 6th of July, 1901, the information in the present case was laid against the respondents. At the hearing the justices were of opinion that the prosecution had not been brought in time under 11 & 12 Vict. c. 43, s. 11, and dismissed the summons.

*F. H. Mellor* (*Openshaw* with him), for the appellant, contended that the six months within which proceedings must be taken under 11 & 12 Vict. c. 43, s. 11, which is incorporated with the Sale of Food and Drugs Acts, ran from the date of the discovery that the warranty was false, and that the proceedings had been properly taken within six months of the sub-sale by Milne to the appellant.

*Frank Mellor*, for the respondent, contended that the offence was the giving of the warranty, and that the proceedings were taken more than six months after the 20th of November, 1900, when the warranty was given. [He was stopped by the Court.]

THE COURT (Lord Alverstone C.J., Darling and Chancell JJ.) held that the proceedings ought to have been taken within

six months of the giving of the warranty, and were therefore out of time.

*Appeal dismissed.*

Solicitors for the appellant: *Snow, Fox & Co.*, for *Harcourt Clare*, Preston.

Solicitors for the respondent: *Williamson, Hill & Co.*, for *Marsden & Marsden*, Blackburn.

W. J. B.

K. B. D.

March 8.

THE KING v. THE ARCHBISHOP OF CANTERBURY.

*Mandamus—Prerogative writ—Costs—Jurisdiction of Court to order payment of costs by or to the Crown.*

Rules nisi had been granted at the instance of two different prosecutors calling on the Archbishop of Canterbury and the Vicar-General of the province to shew cause why a prerogative writ of mandamus should not issue commanding them, or one of them, to hear opponents of the confirmation of the bishop-elect of Worcester. Notice of the rules was directed to be served on the Dean and Chapter of Worcester; there was no similar direction to serve the Treasury on behalf of the Crown, but, as the application affected the rights of the Crown, the law officers appeared at the hearing on behalf of the Crown without objection, and shewed cause against the rules. After argument the rules were discharged and costs were allowed to the Archbishop, who was represented by separate counsel, the question of the jurisdiction of the Court to order the prosecutors to pay costs to the Crown being reserved for further consideration.

Feb. 14. *Danckwerts, K.C.* (*Morton Smith* with him), for one of the prosecutors, contended that apart from statutory enactment it was an inflexible rule of the common law that the Crown neither paid nor received costs, and that there was no statutory provision relaxing the rule in the case of a prerogative writ of mandamus, nor any decision questioning the application of the rule in such a case, the only reported cases in which costs had been given for or against the Crown being cases in which it was done without any objection being raised on the other side.

*Bramwell Davis, K.C.*, and *B. Whitehead*, for the second prosecutor.

*H. Sutton*, for the Crown, contended that under the Rules of the Supreme Court the Court had a discretionary power over the costs.

*Cur. adv. vult.*

March 3. THE COURT (Lord Alverstone C.J., Wright and Chancell JJ.) held that the contention of the prosecutors was correct, and that the Court had no jurisdiction to order them to pay costs to the Crown. They expressed no opinion as to their power to order payment of costs by or to the Crown in matters other than the prerogative writ of mandamus, or even as to that writ when it is applied for by or against the officers of executive departments of the public service in relation to their statutory or other duties.

Solicitors for the prosecutors: *Robert Todd*; *Wainwright & Co.* Solicitor for the Crown: *Solicitor to the Treasury.*

W. J. B.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*Doyle v. David Allen & Sons, Limited.* Appeal from Wright J. Allowed.

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*Guthrie v. North China Insurance Company.* Appeal from Mathew J. *Cur. adv. vult.*



MONDAY, March 10.

*Guthrie v. North China Insurance Company.* Appeal from Mathew J. Dismissed.

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#### ERRATUM.

In the note of the case of *In re Hiscoe. Hiscoe v. Waite*, ante, p. 49, the reference to Daniell's Chancery Practice, 7th ed. vol. i. should be to p. 837, and not 537 as printed. The name of the junior counsel for the annuitant was *Owen Thompson*, and not *Owen Thomas* as stated.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A.

March 5

*In re WRIGHT, CROSSLEY & Co.*

*Practice—Costs—Taxation—Order for payment of costs to successful party except so far as increased by certain issues—Affidavit relating both to general and to excepted issues.*

Appeal from a decision of Byrne J. upon a summons to review taxation.

In this case the Royal Baking Powder Company of New York appealed against the decision of the Registrar of Trade Marks granting an application by Wright, Crossley & Co. for registration of a trade-mark.

Byrne J. allowed the appeal, and gave the costs to the appellants, except so far as they had been increased by certain issues the costs of which were to be paid to the respondents.

Upon taxation of the appellants' costs, the taxing master disallowed the costs of a witness named Smith, who had filed

an affidavit upon which he had been cross-examined. The appellants objected to (among other things) the disallowance of these costs on the ground that the affidavit did not relate solely to the excepted items. In his answer to objections, the taxing master, after stating that the main controversy was as to how much evidence was attributable to the different issues said:—"I do not think that the disallowance to one of the parties of the evidence of any particular witness can be usefully considered without at the same time having regard to what evidence is allowed to that party and to the taxation as a whole. I found it necessary to keep constantly in mind the whole scope of the evidence and the real necessities of the applicants" (i.e. the appellants) "and of the respondents in their respective cases. I was in fact dealing concurrently with two taxations. For instance, say I disallow to the applicants the costs of a witness whose evidence looked at alone may have a sentence or two which might go to more than the issues upon which the applicants failed; but then I have already allowed other witnesses to the applicants whose evidence in my judgment was sufficient for the applicants' case—that is, the case on which they succeed; and if the only issues had been those on which the applicants succeed, I should under Order LXV., r. 27, reg. 29, have disallowed on any party and party taxation the evidence now disallowed to the applicants on the ground that it was not really necessary for their case, and so comes within the rule"; and he overruled the objections.

The Royal Baking Powder Company took out a summons to review taxation. Byrne J. affirmed the decision of the taxing master upon the ground that the evidence in question was unnecessary in any view of the case. The Royal Baking Powder Company appealed.

*S. Dickinson*, for the appellants, contended that this evidence did not relate solely to the excepted issues, and that consequently the whole costs of the witness went to the appellants, the successful parties, on the principle of *Brown v. Houston*, [1901] 2 K. B. 855.

*Neville, K. C.*, and *Sebastian*, for the respondents.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. said that in the circumstances the decision of the taxing master was perfectly right. He however did not assent to that part of the answers of the taxing master in which he suggested a set-off of this kind—"If I am wrong I have done the same thing on both sides, and what is sauce for the goose is sauce for the gander." He did not think that the taxing master had any right to say that. The case of *Brown v. Houston* did not apply, because that was a common law action and the order in no way separated the issues, whereas in this case the learned judge had distinctly separated the issues. Speaking for himself, he still thought, as he thought at the time when *Brown v. Houston* was decided, that the common law rule with regard to the evidence of witnesses and the non-splitting of issues in a case where the successful litigant had called a witness who gave hardly any evidence upon the point upon which he had succeeded, and the bulk of his evidence upon the point upon which he had failed, worked injustice; but it was an injustice which could always be corrected by the judge at the trial making a special order dealing with the costs of the issues and the evidence of witnesses.

STIRLING L.J. entirely concurred in the observations with



reference to *Brown v. Houston*. Even if there had been no special direction in the present order, he should be sorry to say that the rule which was found applicable in common law actions where a witness was examined *vivâ voce* was to be applied to an affidavit the cost of which was allowed at so much a folio.

Solicitors: *Janson, Cobb, Pearson & Co.*; *Field, Roscoe & Co.*  
H. B. H.

C. A. *In re DE ALMEDA.* March 11.  
*SOURDIS v. KEYSER.*

*Domicil—Foreign residence.*

Appeal from a judgment of Cozens-Hardy J., noted [1901] W. N. 142.

*Haldane, K.C., Vernon Smith, K.C., H. Fellows, and Eustace Hills,* for the plaintiff.

*Nesille, K.C., Macnaghten, K.C., and Jessel,* for the defendant.

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) dismissed the appeal, stating that the law applicable to the case was settled, and that the decision of the learned judge on the facts was correct.

Solicitors: *Rooper & Whateley; Montagu, Mileham & Montagu.*  
A. M.

C. A. *FOULGER v. ARDING.* March 12.

*Landlord and tenant—Lease—Covenant by lessee to pay and discharge impositions—Order by sanitary authority on lessor to construct water-closet—Public Health (London) Act, 1891 (54 & 55 Vict. c. 76), s. 4.*

Appeal from the judgment of a Divisional Court, reported [1901] 2 K. B. 151.

A lease for years contained a covenant by the lessee to "pay and discharge all taxes rates including sewers main drainage assessments and impositions whatsoever which now are or may at any time hereafter during the continuance of the said term hereby granted be taxed rated assessed charged or imposed upon or in respect of the said premises or any part thereof on the landlord tenant or occupier of the same premises by authority of Parliament or otherwise howsoever (landlord's property tax and tithe only excepted)." There was no repairing covenant in the lease. Notice was given to the lessor by the sanitary authority of the district, under the Public Health (London) Act, 1891, to abate a nuisance caused by a foul and offensive privy on the premises, by removing the privy, and constructing a water-closet in accordance with the by-laws of the London County Council. The lessor thereupon did the work required by the notice, and subsequently sued the lessee in the county court to recover the expense incurred by him in so doing. The county court judge held that the lessor was entitled under the before-mentioned covenant to recover the amount claimed.

On appeal the Divisional Court (Lord Alverstone C.J. and Lawrence J.) reversed his decision.

*R. M. Bray, K.C., and Clavell Salter,* for the plaintiff.

*Colam,* for the defendant.

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.)

held that the expenses incurred by the plaintiff came within the terms of the covenant. They therefore allowed the appeal.

Solicitors for the plaintiff: *Foulger, Robinson & Miller.*

Solicitor for the defendant: *G. Aplin Nichols.*

E. L.

## High Court of Justice.

### CHANCERY DIVISION.

Byrne J. March 6.

*In re LONDON AND NORTHERN BANK, LIMITED.*

HADDOCK'S CASE.

HOYLE'S CASE.

*Company—Winding-up—Private examination—Attendance of solicitor—Refusal of solicitor to give undertaking not to disclose—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 115—Evidence—Solicitor and client—Privilege.*

The bank before going into voluntary liquidation commenced an action against Sir George Newnes, Limited, claiming 90,000*l.* damages for libel contained in a paragraph stating in effect that the bank was in liquidation. Shortly afterwards the bank passed resolutions for a voluntary winding-up. The liquidator in the voluntary winding-up obtained an order for the private examination under sect. 115 of the Companies Act, 1862, of several persons, amongst them being Mr. Haddock, for some time secretary of the bank, and Mr. Hoyle, solicitor to Sir George Newnes, Limited. At the examination of Mr. Haddock, counsel on behalf of the liquidator applied that Mr. Hoyle, the solicitor for the witness, should not be present, on the ground that he was also summoned as a witness in the matter, and Mr. Hoyle accordingly withdrew. Counsel for the liquidator then asked that Mr. Hoyle's managing clerk, an admitted solicitor, should also withdraw. Counsel for the witness objected, when the registrar stated that he would only allow Mr. Hoyle's managing clerk to attend on condition that he treated the matter as entirely private, and only used the information obtained from questions put to the witness for the purposes of re-examination, not communicating any part of the information thus obtained to any other person or persons whatsoever except his counsel, and he required an undertaking in these terms to be given. Counsel for Mr. Haddock objected to any such limitation being imposed, and as the registrar declined to allow him to be present without such an undertaking, and the witness was advised to refuse to answer any questions in the absence of his solicitor, the matter was adjourned to the judge for his consideration.

The facts as to *Hoyle's Case* were as follows:—In the course of the examination of Mr. Hoyle as to certain documents belonging to the liquidator which he had in his possession he was asked, "From whom did you receive these documents?" This question Mr. Hoyle declined to answer, claiming the privilege of a solicitor; and on this point he was supported by the registrar. The liquidator now moved to discharge this ruling, and both questions came on together for argument.

*Tindall Atkinson, K.C., and Stewart-Smith,* for the liquidator.

*Muir Mackenzie* and *C. Montague Lush*, for Haddock and Hoyle.

BYRNE J. said it had long been decided that the examination of a witness under sect. 115 must be considered in the nature of a secret proceeding; the general right of a witness to be represented at these examinations by counsel and solicitor had not been disputed, but it had been argued for Haddock that he had a right to be represented by a particular solicitor because of the special circumstances of this case, which might make it necessary for this solicitor to use the knowledge thus obtained for collateral purposes, and that the solicitor must therefore be left free to make what use he thought proper of the information thus obtained for the subsequent protection of his client if necessary: this, in his Lordship's opinion, was putting the rights of the witness's solicitor too high, and the registrar was quite justified, in this case, in ordering the managing clerk to withdraw, unless he gave the undertaking required. With reference to *Hoyle's Case*, his Lordship came to the conclusion that there was nothing in the circumstances of that case to deprive the solicitor of the privilege so claimed.

Solicitors: *Helder, Roberts, Walton & Thomas*, for *Simpson & Simpson, Leeds*; *G. H. Hoyle*.  
W. C. D.

Buckley J.

*In re* DAVIS.

Feb. 26.

HANNEN v. HILLYER.

*Will—Legacy—Charity—Charitable intention—Non-existence of institution named in will—Lapse—Cy-près—Meaning of “charitable institution.”*

The testatrix by her will gave pecuniary legacies to charities established for a variety of purposes, e.g., to aid consumptive persons, blind persons, orphans, deaf and dumb persons, epileptics, and paralytics. One of the legacies was of a sum of 500*l.* to “The Home for the Homeless, 27 Red Lion Square, London.” After providing that in the event of any question arising as to the designation of any of the charitable institutions, or of any doubt existing as to which one of two or more of them it was intended to benefit, the decision should rest absolutely with her executor, and giving other pecuniary legacies, the testatrix provided that if, after payment of her funeral and testamentary expenses and debts and of legacies free of duty, there should remain any funds derived from the realization of securities or any other residuary moneys, the same should be “divided rateably among the various charitable institutions which are beneficiaries under this instrument.” At the date of the will there was not, and there never had previously been in London, any charitable institution known as the “Home for the Homeless.” After making the payments above mentioned, there was a fund distributable as residue among the charitable institutions which were beneficiaries under the will.

*H. M. Humphry*, for the executor.

*H. Terrell, K. C.*, and *W. M. Cann*, for the next of kin.

*J. M. Stone*, for the School for the Indigent Blind, which was one of the charitable institutions named in the will.

*R. J. Parker*, for the Attorney-General.

BUCKLEY J.—after referring to *Clark v. Taylor*, (1853) 1 Drew. 642; *Russell v. Kellett*, (1855) 3 Sm. & G. 264; *Fisk v. Attorney-General*, (1867) L. R. 4 Eq. 521; *In re Ovey*, (1885)

29 Ch. D. 560; and *In re Rymer*, [1895] 1 Ch. 19, establishing the rule that if there was a gift to a charitable institution which had existed but had ceased to exist there was a lapse—said that that was not the case with which he had to deal. Where, as in this case, there was a gift to a charitable institution which never had existed, the Court always was more ready to infer a general charitable intention than to infer the contrary. Having regard to *Loscombe v. Wintringham*, (1850) 13 Beav. 87; *Hoare v. Hoare*, (1836) 56 L. T. (N.S.) 147; *In re Clergy Society*, (1856) 2 K. & J. 615; and *In re Maguire*, (1870) L. R. 9 Eq. 632, and to the fact that the gift was found among other charitable gifts to blind persons, orphans, and others, and to the provision as to the decision of the executor in case of doubt as to which institution was intended to be benefited, it seemed plain that the testatrix intended that her charitable purposes should not fail because she had made some mistake as to the institution to which she had directed a legacy to be paid. He therefore held that there was a general charitable intention with reference to the legacy of 500*l.* to the “Home for the Homeless,” and that there was not a lapse. His Lordship also refused to give effect to an argument that the authority which might have to effect the general charitable purpose as regarded the legacy would not be within the words “charitable institutions which are beneficiaries under this instrument,” and therefore that the whole residue was divisible amongst the other charitable institutions named in the will; and he held that the residue went rateably among the charitable institutions which were beneficiaries under the will, including the institution or authority that had to administer the legacy of 500*l.*

Solicitors: *W. Jessop; Tippetts; Smith, Fawdon & Low; The Treasury Solicitor*.  
F. E.

Buckley J.

*In re* BORROWMAN'S PATENT.

March 7.

*Practice—Patent—Petition for revocation—Transfer to general list—Time for hearing.*

Application to fix a date for the hearing of a petition for revocation of a patent which had been transferred to the general list. Neither of the parties were ready for trial.

*A. J. Walter*, for the petitioner, asked that the petition should be adjourned till the parties were ready.

*J. C. Graham*, for the respondent.

BUCKLEY J. When a petition is presented for the revocation of a patent, it simply goes to be answered in the ordinary way. The respondent is not there; therefore, although it may be almost a foregone conclusion that it must go into the general list, there is no one there to say so. I have inquired into the practice, and there seems to be no means of putting the matter into proper train. The petition goes into the petition list, and counsel are instructed to appear and ask that it should go into the witness list. I am desirous of making that a useful application; and I think that that is the time at which the judge should be asked to fix a date at which the petition should be put into the witness list as an effective cause. This was not done in this case, and there is a further application before me, and I am now asked to direct that the petition should not come into the list for hearing until a fixed date. In other words, I am asked to do now what might have been done on the first

occasion. That is not a reasonable practice. When it comes into the petition list, as it must do, then in the presence of both parties liberty should be given to either of the parties to put it into the witness list for trial on or after a future day to be then fixed; that is, on a day when they are ready for trial. That has not been done, and counsel are here now and are not ready to go on with the petition. I therefore order the petition to be struck out of the list, and I give liberty to either of the parties to set it down when it shall be ready for trial on or after a day which I will fix now, and not before.

[It was arranged that the day should be the 1st of May, 1902.]

Solicitors: *Hind & Robinson; Crossman & Prichard.*

H. C. R.

Swinfen Eady J.

March 6.

*In re A. & A. CROMPTON & Co.'s TRADE-MARK.*

*Trade-mark—Rectification of register—Combination of devices—Essential particulars—Prior mark—Non-distinctive addition—Simultaneous visibility—Too wide registration—Patents, Designs, and Trade Marks Acts, 1883 (46 & 47 Vict. c. 57), s. 64; 1888 (51 & 52 Vict. c. 50), s. 10.*

Motion.

This was a motion by the defendants to an action for infringing the plaintiffs' trade-mark, asking to remove that trade-mark from the register on the ground of insufficient statement of the essential particulars, want of subject-matter, non-user as a trade-mark, and a too wide registration.

The trade-mark consisted of a combination of three labels, the largest of which was non-distinctive, and the other two, though containing devices, were mere reproductions of a prior registered mark belonging to the plaintiffs.

The trade-mark was registered on the 18th of June, 1894, the application, to which the labels were affixed, merely stating, according to the form now officially adopted for combination applications: "The essential particular of the trade-mark is the combination of devices, and we disclaim any right to the exclusive use of the added matter except in so far as it consists of our own name and address."

The plaintiffs had hitherto used the trade-mark by pasting the largest and smallest labels on different sides of the outside wrappers of their bundles of yarn, and the medium label on the inside wrappers, so that the whole combination was never visible at once.

It was also suggested that the plaintiffs, while registering the mark for an entire class, only intended to use it for part of that class.

*Clare and Kerly*, for the defendants.

*Sebastian*, for the plaintiffs.

SWINFEN EADY J. held that the essential particulars were sufficiently stated within sect. 64 of the Patents, Designs, and Trade Marks Act, 1883, as amended by the Act of 1888, as any one could see the "combination of devices" by looking at the labels on the register.

The combination was good subject-matter of a trade-mark within sect. 64, and having been registered could not be removed at the instance of a rival trader merely because it combined a prior mark with a non-distinctive addition. *In re*

*Player & Sons' Trade-mark*, [1901] 1 Ch. 382, did not apply to an application to remove.

The combination had been properly used as a trade-mark, though, as frequently happened in these cases, the whole combination was not visible at once.

If, as suggested, the registration was too wide, the defendants' remedy would be restriction, and not removal. They had made no application to restrict the mark to the articles for which it was used. The motion would therefore be dismissed.

Solicitors: *W. J. & E. H. Tremellen*, for *Blair & Seddon*, Manchester; *Woodcock Ryland & Parker*, for *Tweeddale, Sons & Lees*, Oldham.

## KING'S BENCH DIVISION.

K. B. D.

DAVIES v. BURNETT.

Feb. 25.

*Licensing laws—Offences—Selling without licence—Sale by club to agent of member—Licensing Act, 1872 (35 & 36 Vict. c. 94), s. 3.*

Case stated by justices for Wolverhampton on appeal from a conviction under sect. 3 of the Licensing Act, 1872, for selling intoxicating liquors by retail without a licence.

The appellant was a waiter at a working-men's club, which was found by the magistrate to be a *bonâ fide* club, and was not licensed for the sale of intoxicating liquors. The appellant supplied a bottle of stout to the wife of a member upon a written request duly signed by the member; the price was handed to the appellant by the wife, who took the stout home to her husband, and the latter drank it. The justices found that there had been a sale to a non-member, and convicted the appellant.

*Hobson*, for the appellant, contended that as the member of a *bonâ fide* club had a right to be supplied at the club with intoxicating liquors for consumption off the premises (*Graff v. Evans*, (1882) 8 Q. B. D. 373), and as the club was found to be a *bonâ fide* club, the ordinary law of principal and agent applied, and the delivery of the stout to the wife as the member's agent was not a sale to a non-member.

*Arthur Powell*, for the respondent, contended that there was no power in a member to send an agent to the club to fetch intoxicating liquor for consumption off the premises, and cited *Woodley v. Simmonds*, (1896) 60 J. P. 150.

THE COURT (Lord Alverstone C.J., Darling and Channell JJ.) held with reluctance that the circumstances shewed that there had been merely a transference of property to the duly authorized agent of a member, and not a sale to a non-member, and consequently that no offence had been committed under sect. 3 of the Licensing Act, 1872; they therefore allowed the appeal.

*Conviction quashed.*

Solicitors for the appellant: *Indermaur & Brown*, for *A. Turton*, Wolverhampton.

Solicitor for the respondent: *W. B. Bennett*, for *Hooper & Ryland*, Birmingham.

W. J. B.

PROBATE, DIVORCE, AND ADMIRALTY  
DIVISION.

Adm. THE MYSTERY. March 4

*Collision — Damage — Control by dock-master, his deputies, or assistants—Harbour Docks and Piers Clauses Act, 1847 (10 Vict. c. 27), s. 53—Co-defendants—Costs.*

On the 28th of October, 1901, about 2 p.m.—the weather being fine and clear, with a fresh breeze from the S.W., and the tide the last of the flood—the plaintiffs' screw steamship *William Adamson*, of 1986 tons gross register, arrived off the entrance of the Victoria Dock, of which the defendants the London and India Docks Company are the proprietors. The dock-master was standing on the upper pier-head, and gave the necessary directions for the vessel to enter the dock. At the same time a lock foreman in uniform on the lower pier ordered the ketch *Mystery*, belonging to the other defendants, and which was lying, head down river just below the lower pier-head, to pass her stern rope ashore, so that it might be made fast, and with that rope over her port quarter, to haul on it so as to swing round with the tide and be in a position to enter the dock.

By a second (and as it was found, improper) order, the lock foreman ordered four barges, outside which the ketch had been lying, to pass their stern ropes ashore, and swing in the same way, with the result that the ketch, being unable to check herself by the forward rope which had been fast to the outermost of the four barges, swung too rapidly, and, being caught by the wind on her port bow, came into contact with the stern of the *William Adamson*, the bowsprit of the ketch damaging the wheel of the steamer.

The plaintiffs commenced an action in the City of London

Court against the owners of the *Mystery* to recover the damage sustained, and the London and India Docks Company were subsequently added as second defendants. The learned judge, who was assisted by nautical assessors, gave judgment against both defendants, on the ground of the improper order of the official of the dock company, and the absence of any statutory exemption relieving the owners of the ketch from liability for the tort committed.

On appeal:—

THE COURT (Sir F. H. Jeune P. and Gorell Barnes J., assisted by two of the Elder Brethren of the Trinity House) held that the second defendants (the dock company) were alone liable for the damage sustained by the plaintiffs' vessel, on the ground that the lock foreman was a deputy or assistant of the dock-master within the meaning of rule 2 of the company's by-laws, whose orders those in charge of the ketch were bound—under the provisions of the Harbour Docks and Piers Clauses Act—to obey, and that the relationship of master and servant did not exist between the dock official and the other defendants, the owners of the ketch, so as to render them responsible for his negligent order.

THE COURT further held—following *The River Lagan*, (1888) 6 Asp. M. L. C. 281—that the plaintiffs acted reasonably in joining both parties as defendants, and that, as the defendant dock company threw the blame on the other defendants, but were themselves alone to blame, the plaintiffs' costs against both defendants, and the costs of the owners of the ketch, in the Court below and on appeal, must fall on the dock company.

*Scrutton, K.C.*, and *Dawson Miller*, for the appellants (defendants), the owners of the ketch *Mystery*.

*Pickford, K.C.*, and *Bucknill*, for the appellants (defendants), the London and India Docks Company.

*Aspinall, K.C.*, and *Ballock*, for the respondents (plaintiffs), the owners of the *William Adamson*.

Solicitors: *Clarkson, Greenwell & Co.*; *Turner, Son & Foley*; *Charles E. Harvey*. T. L. M.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**RECORD OF BUSINESS.**

**COURT I.**

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Withen v. Stewart & Co. Appeal from Phillimore J. Dismissed.

FRIDAY, March 14.

With Wales and Liverpool Steam Ship Company, Limited v. H. & C. Grayson, Limited. Appeal from Buckmill J. Allowed.

Merionian and General Securities Company, Limited v. Gillon. Appeal from Channell J. Dismissed.

Wheeler v. Cook. Appeal from Channell and Darling JJ. Dismissed.

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Ford & Co. v. Bembrose & Sons, Limited. Appeal from Kennedy and Phillimore JJ. Part heard.

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Sidebottom v. Hooton Park Club, Limited. Appeal from Jelf J. Dismissed.

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Frangopul & Co. v. Lomas & Co. Appeal from Kennedy J. Part heard.

WEDNESDAY, March 19.

In re Trade Mark "Unecol," No. 221,736. Appeal from Cozens-Hardy J. Dismissed.

Smith v. Kerr. Appeal from Cozens-Hardy J. Cur. adv. vult.

THURSDAY, March 20.

Smith v. Kerr. Appeal from Cozens-Hardy J. Dismissed.

Frangopulo & Co. v. Lomas & Co. Appeal from Kennedy J. Allowed.

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Mayor of Blackburn v. Sanderson and Others. Appeal from Mathew J. Part heard.

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MONDAY, March 17.

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TUESDAY, March 18.

In re H. Holland, junr. Gregg v. Holland. Appeal from Farwell J. Part heard.

WEDNESDAY, March 19.

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In re Hill. Hill v. Hill. Appeal from Swinfen Eady J. Part heard.

THURSDAY, March 20.

In re Haslam and Evans. Appeal from Kekewich J. Dismissed.

In re Hill. Hill v. Hill. Appeal from Swinfen Eady J. Cur. adv. vult.

Attorney-General of Duchy of Lancaster v. Chamber Colliery Company. Appeal from V.-C. of County Palatine of Lancaster. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

March 13.

**FRYER AND OTHERS, APPELANTS; EWART AND OTHERS, RESPONDENTS.**

*Lease—Lessor and lessee—Limited company—Re-entry on liquidation—Solvent company—Voluntary liquidation—Public-house—Forfeiture for bankruptcy—Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), s. 2, sub-s. xv.; s. 14, sub-s. 6.*

Appeal from the Court of Appeal, [1901] 1 Ch. 499.

Fryer, the underlessee of the public-house, having withdrawn from the appeal,

Warrington, K.C., and J. D. Davenport, for the other appellants, the lessee company.

Neville, K.C., Rolls Warrington, K.C., and Methold, for the respondents, were not heard.

THE HOUSE (Earl of Halsbury L.C. and Lords Macnaghten, Davey, Brampton, Robertson, and Lindley) held, approving on this point *Horsey Estate, Limited v. Steiger*, [1899] 2 Q. B. 79, that the proviso in the lease for re-entry if the lessee company should enter into liquidation whether compulsory or voluntary was "a condition for forfeiture on the bankruptcy of the lessee" within sect. 14, sub-sect. 6, of the Conveyancing and Law of Property Act, 1881, although the company was solvent and the liquidation was for the purpose of amalgamation only.

The decision of the Court of Appeal on this point affirmed. The premises being a public-house, the application of sect. 2, sub-sect. 2, of the Conveyancing and Law of Property Act, 1892, to the case was excluded by sub-sect. 3.

Solicitors: *Bompas, Bischoff, Dodgson, Coze & Bompas; Bolton & Co.*  
J. M. M.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A.

**SKENE v. COOK.**

March 14.

*Limitations, Statute of—Land tax—Redemption—Annual sum payable by way of interest—Charge on premises—Land Tax Redemption Act, 1802 (42 Geo. 3, c. 116), ss. 123, 125—Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), ss. 1, 8.*

Appeal from the judgment of a Divisional Court (Channell and Bucknill JJ.), reported [1901] 2 K. B. 7.

The lessee of premises in 1874, redeemed the land tax thereon under the Land Tax Redemption Act, 1802, which by sect. 123 provides that, where any person having an estate (other than an estate of inheritance) in any lands, tenements, or hereditaments shall redeem the land tax charged thereon, such lands, tenements, or hereditaments shall be chargeable for his benefit with the amount of the moneys paid as the consideration for the redemption of such land tax, and with the payment of a yearly sum of money by way of interest thereon, equal in amount to the land tax redeemed. In 1879 the lessee assigned

to the plaintiff the benefit of the contract for redemption of the land tax. No yearly sum having been paid by way of interest on the money paid for redemption of the land tax since 1879, the plaintiff sued the defendant, to whom in 1885 the lease of the premises had been assigned, in the county court to recover 9*l.* as an annual payment due the 1st of January, 1900, under sect. 123 of the before-mentioned Act, by way of interest on the amount paid for redemption of the land tax. The county court judge held that the plaintiff's claim was barred by lapse of time.

The Divisional Court, on appeal from the county court, held that the yearly sum payable under sect. 123 of the Land Tax Redemption Act, 1802, by way of interest on the sum paid as the consideration for the redemption of land tax, was "rent" within the meaning of the Real Property Limitation Act, 1874, s. 1, and therefore the claim of the plaintiff was barred by that Act. Consequently they affirmed the judgment of the county court judge.

*Martelli*, for the plaintiff.

*Warrington, K.C., and Duke*, for the defendant.

THE COURT (Collins M.R., Romer L.J., and Mathew L.J.) held that the case came either within sect. 1 of the Real Property Limitation Act, 1874, or within sect. 8 of that Act. They therefore dismissed the appeal.

Solicitor for the plaintiff: *T. Parsons*.

Solicitors for the defendant: *Bayley, Adams, Hawker & Noble*.  
E. L.

## High Court of Justice.

### CHANCERY DIVISION.

Wright J.

*In re WALLIS.*

March 10.

*Ex parte JENKS.*

*Bankruptcy—Chose in action—Mortgage—Notice—Priorities.*

In March, 1901, one Wallis deposited a policy of assurance on his own life with his wife as security for money then advanced by her to him. No notice of this equitable mortgage was given to the assurance company. In October, 1901, Wallis was adjudicated bankrupt, and Jenks was appointed the trustee in bankruptcy. Jenks gave notice of the bankruptcy to the assurance company, and now claimed a declaration that by virtue of the notice he was entitled to the policy as part of the property of the bankrupt in priority to the wife's mortgage.

*Eve, K.C., and R. Nevill*, for the trustee.

*Reed, K.C., and F. Mellor*, for the mortgagee.

WRIGHT J. said it was clear that before the bankruptcy the wife had a good equitable title to the policy as an incumbrancer for value. Under the bankruptcy law the policy no doubt vested in the trustee in bankruptcy as part of the property of the bankrupt, but subject to all equities existing at the commencement of the bankruptcy. The trustee was only a statutory assignee, and could not deprive the wife of her right as an equitable mortgagee by the notice he had given to the assurance company.

Solicitors: *Piesse & Co.; Wood & Wootton.*

H. L. F.

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## RECORD OF BUSINESS.

## COURT I.

SATURDAY, March 22.

*Property Exchange, Limited v. Board of Works for Wandsworth District, now Mayor, &c., of the Borough of Wandsworth.* Appeal from the Lord Chief Justice and Lawrence J. Dismissed.  
*In re an Arbitration between Cowley & Co. and Thomas Morrison.* Appeal from Kennedy and Phillimore JJ. Part heard.

MONDAY, March 24.

*Alcott v. Ellerton and Others.* Appeal from Bucknill J. Varied.  
*County Council of Middlesex v. London United Tramways Company, Limited, and the Acton Urban District Council.* Appeal from Bucknill J. Allowed.  
*Nea' v. Lady Gordon Lennox.* Appeal from the Lord Chief Justice. Part heard.

## COURT II.

SATURDAY, March 22.

*In re London and Northern Bank, Limited.* Appeal from Wright J. Settled.  
*Whitbread & Co. v. Watt.* Appeal from Farwell J. Dismissed.

MONDAY, March 24.

*In re Trade Marks "Vasogen" and "Vaseline."* Appeal from Buckley J. Allowed.  
*In re Mezbrough. Savile v. Mezbrough.* Appeal from Farwell J. Allowed.  
*In re Holland. Gregg v. Holland.* Appeal from Farwell J. Part heard.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. . . . . March 13.  
HARBURG INDIA RUBBER COMB COMPANY v. MARTIN.

*Guarantee—Indemnity—Verbal promise "to answer for the debt of another"—Statute of Frauds (29 Car. 2, c. 3), s. 4.*

Appeal from a decision of Mathew J.

The plaintiffs, a foreign company, were judgment creditors of a syndicate, in which the defendant held a large number of shares, and of which he was a director. The plaintiffs had lodged a writ of *fi. fa.* with the sheriff to enforce their judgment. The defendant then had an interview with a Mr. Winter, the plaintiffs' agent in London, and represented to him that, if the plaintiffs would forbear to levy execution, the syndicate would probably be able to pay the debt, and he offered that, if the plaintiffs would do this, he would indorse two bills of exchange, payable respectively at three and six months, each for half the amount of the debt. On the defendant's verbal promise to do this the plaintiffs withdrew the writ. The action was brought for breach of the defendant's agreement. The defence was that the agreement was "to answer for the debt of another," and that, by sect. 4 of the Statute of Frauds, as the agreement was not in writing, the action could not be maintained. On behalf of the plaintiffs it was contended that the agreement was not a guarantee of the debt of the syndicate, but an original contract of indemnity, and that the defendant's main object in making the promise was to secure his own interest as a shareholder in the syndicate, the payment of their debt being merely incidental. Mathew J. adopted this view, and gave judgment for the plaintiffs.

The defendant appealed.

*English Harrison, K.C.*, and *Colam*, for the defendant.

*C. A. Russell, K.C.*, and *W. Wills*, for the plaintiffs.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS L.J. was of opinion that the contract was plainly to make the defendant answerable for the debt of another. The case did not fall within any of the exceptions from sect. 4 which had been established by decided cases. This contract was clearly a personal guarantee by the defendant that he would pay the debt of the syndicate, if they did not, and not a new and original promise to keep the plaintiffs indemnified. It was a contract of guarantee, not of indemnity. The distinction was clearly pointed out by Davey L.J. in *Guild & Co. v. Conrad*, [1894] 2 Q. B. 885, at p. 896. Nor could it be said that there was a larger contract to which the promise to pay the debt of the syndicate was merely incidental. From the evidence it was clear that the defendant's object in giving the promise was to obtain the forbearance of the plaintiffs. That was the whole contract. The defendant's motive in making the promise might have been his own large interest in the syndicate, but his object was to obtain the plaintiffs' forbearance. The case fell within sect. 4, and the defendant was entitled to judgment.

STIRLING L.J. and COZENS-HARDY L.J. concurred.

Solicitors: *West, King, Adams & Co.*; *Sharpe, Parkers & Co.*

W. L. C.

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C. A. **March 17.**  
**MAYOR OF BLACKBURN v. SANDERSON.**  
*Corporation—Roads—Paving expenses, Recovery of—Frontager—Notice—Summary proceedings—Action in High Court—Limitation of proceedings to six months.*

The action was to recover from the defendants their apportioned share of the expenses of paving a certain road in Blackburn described in the plaintiffs' notices as a "back road" only (a definition used in the plaintiffs' local Act), situate behind some houses of which the defendants were the owners. The work had been done, and the action was brought under the Blackburn Improvement Act, 1882. The defence to the action was, first, that the notices were misleading, as containing an insufficient description of the road; and, secondly, that the proceedings were out of time, not having been commenced within six months from the date of the service of the notice demanding payment. This latter question turned on the construction of sect. 232 of the local Act, which provided that all expenses recoverable under the Act might be recovered in a summary manner (in which case it was admitted by the plaintiffs that the period of limitation was six months, under sect. 11 of the Summary Jurisdiction Act, 1848), "or, if the corporation think fit, in the superior Courts, or any Court of competent jurisdiction." The plaintiffs contended that, in the latter case, the six months' limitation had no application. Mathew J. held that proper notices had been given, and that therefore that ground of defence failed. But as to the second point he held, on the authority of *Tottenham Local Board v. Rowell*, (1876) 1 Ex. D. 514, and *Vestry of Hammersmith v. Lowenfeld*, [1896] 2 Q. B. 278, that the six months' limitation for taking proceedings applied, not only to summary proceedings, but also to actions in the High Court. The defence succeeding on that point, judgment was given for the defendants, with costs.

The defendants appealed.

*Macmorran, K.C., Danckwerts, K.C., and W. Mackenzie*, for the plaintiffs.

*C. A. Russell, K.C., and S. G. Lushington*, for the defendants.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) agreed with Mathew J. on the first point. On the second point their Lordships held that there was no good reason for holding, on sect. 232, especially when read with other sections of the Act, that the limitation of six months must apply to the alternative proceedings in the High Court. As to the *Tottenham Case*, that was plainly distinguishable, that case being dependent upon special circumstances. As to the *Vestry of Hammersmith v. Lowenfeld*, not only did that case differ from the present, there being no section in the present case similar to the section in that case—sect. 117 of the Public Health (London) Act, 1891—but the decision in that case could not be supported and ought not to be followed by this Court, although Mathew J. himself was bound by it to decide the present case as he had done. The appeal must be allowed, with costs.

Solicitors: *Robbins, Billing & Co.*, for *E. Fox*, Blackburn; *Bower, Cotton & Bower*, for *Ainsworth, Sanderson & Howson*, Blackburn.

G. I. F. O.

O. A. **March 20.**  
**In re HASLAM & HIBB EVANS.**  
*Solicitor and client—Commission—Surcharge—Taxation—Agreement in writing—Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44), s. 8.*

Appeal from a decision of Kekewich J. upon a summons to review taxation.

In January, 1899, Haslam, a solicitor, received from Elliot, the owner of a patent, a commission note, by which Elliot agreed, in the event of Haslam introducing a purchaser whose terms Elliot might accept, to pay Haslam the sum of 250*l.* out of a purchase price of 3750*l.*, 300*l.* out of a purchase price of 4000*l.*, and an additional 100*l.* for every 1000*l.* additional purchase price beyond 4000*l.* Haslam introduced the patent to the notice of a Mr. Ohlson, for whom Haslam and his partner Evans had been acting as solicitors in several other matters. This commission note was handed to Ohlson, and remained in his possession some days previously to the contract for the purchase of the patent by him being entered into. The solicitors explained to Ohlson that they were not quite satisfied with this note; but upon Ohlson promising to allow them a reasonable commission, in case they were unable to obtain any under the original note, the solicitors agreed not to try and obtain a more satisfactory note from Elliot. The purchase of the patent was carried out for 3000*l.*, and the solicitors, with Ohlson's knowledge, subsequently recovered payment of 210*l.* from the vendor for commission. After this Ohlson died, and subsequently to his death the solicitors delivered a bill of costs to his executors, who procured an order for its taxation. It appeared from the bill of costs that the solicitors received the instructions of Ohlson to try and negotiate with Elliot for a reduction of the price. The taxing master held that the solicitors were liable to account for the sum of 210*l.*, as received by them on behalf of Ohlson. Objections to the allowance of this surcharge were carried in, which were, however, disallowed by the taxing master on the ground that the solicitors were not entitled to obtain this sum at the expense of their client, unless they had an agreement in writing to that effect. Kekewich J. held that the sum in question was a commission received by the solicitors with the consent of their client, and remitted the bill to the taxing master with an intimation that the surcharge ought not to be allowed. Ohlson's executors appealed.

*T. L. Wilkinson*, for the appellants.

*J. B. Mathews*, for the respondents, the solicitors.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal without costs.

VAUGHAN WILLIAMS L.J. said the claim on Elliot for commission ought never to have been made; but he did not see how the Court could order money to be paid by the solicitors to Ohlson's executors which the solicitors had wrongfully obtained, to the knowledge of Ohlson, from Elliot; further, that the executors of Ohlson were not entitled to treat the 210*l.* paid by Elliot to the solicitors as money received to Ohlson's use, or in any way to surcharge them; there was no ground for saying that this 210*l.* was a secret profit; the case, therefore, did not fall within *O'Brien v. Lewis*, (1863) 82 L. J. (Ch.) 569.

STIRLING L.J. was also of opinion that the rule applied in *O'Brien v. Lewis* did not govern this case, for the commission was paid, not by the client, but by the vendor, as remuneration

for services rendered to him. In *O'Brien v. Lewis* the promise of additional remuneration appeared to have been volunteered by the client, and Lord Westbury said that the solicitors ought to have said that they could accept no such thing, and that it was the bounden duty of the solicitors not to accept such a promise. Still more was it the duty of the solicitors in the present case to abstain from making such a bargain as they did. It was true the bargain had not been enforced, and, in the events which happened, came to nothing; but the fact of its existence afforded some evidence that the solicitors and their client were not dealing at arm's length and on an equal footing: in such circumstances the remedy of the client was, not to recover the amount of the commission paid to the solicitors by the vendor, but to set aside the transaction between himself and the solicitors; that relief could not, however, be given in the present proceedings. His Lordship said he considered it his duty to express his great regret that the solicitors should have made a bargain which was not merely improper in the eye of the law, but which placed them in a position in which it was scarcely possible for them to fulfil the duties which they had undertaken to both vendor and purchaser of the patent.

Solicitors: *Greenop & Son; Haslam & Hier Evans.*

W. C. D.

C. A. **WHITBREAD & Co. v. WATT.** March 22

*Vendor and purchaser—Contract for purchase of land—Payment of deposit—Option to purchaser to rescind in given event—Rescission—Lien for deposit.*

Appeal by the defendant from the decision of Farwell J., [1901] 1 Ch. 911.

*Brinton*, for the defendant.

*Hon. Frank Russell*, for the plaintiffs.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) dismissed the appeal, expressing their approval of the judgment delivered by Farwell J.

Solicitors: *H. P. Spottiswoode; Martineau & Reid.*

W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. March 18.

**GROUND RENT DEVELOPMENT COMPANY, LIMITED v. WEST.**

*Land transfer—Registration—Conditions annexed to title—Building restrictions—Modification—Consent of parties taking with notice—"Persons principally interested"—Land Transfer Act, 1875 (38 & 39 Vict. c. 87), s. 84—Land Transfer Act, 1897 (60 & 61 Vict. c. 65), s. 18, Sched. I.*

This was an application under sect. 84 of the Land Transfer Act, 1875, as amended by the Land Transfer Act, 1897, for the modification of certain restrictions or conditions registered against the title of the plaintiff company to a building estate at Enfield. In 1899 the defendants, being the owners of a large estate at Enfield, sold the greater part of it to the plaintiff

company. The land was registered at the Land Registry with an absolute title, and was transferred to the plaintiff company by an instrument of transfer, upon which a land certificate was issued to the company. Upon the treaty for the purchase by the company, the defendants, in view of the fact that they were retaining a part of the estate, insisted upon the conditions now in question being placed upon the register. These conditions related to the frontage, the area, and the value of the houses to be built upon the purchased land. It was now desired to modify these conditions so as to reduce the minimum frontage from 17 feet to 15 feet, the minimum area from 160 to 100 square yards, and the minimum value from 250*l.* to 200*l.* It was stated in an affidavit filed by the plaintiffs' solicitor that this modification would be beneficial to the estate, having regard to the fact that the neighbourhood was largely inhabited by the working classes, because it was found that the houses with the larger frontages were inhabited by two families, and it was anticipated that if the size and value of the houses were reduced, one family only would inhabit each house, and thus a better class of tenants would be secured.

The defendants did not oppose the application, and consents had been given or promised by all the parties interested, some of whom had joined in the application, except by the purchasers from the plaintiff company of three outlying plots. Their consent had not been applied for, but it was not expected that they would raise any objection.

*Warrington, K.C.*, and *R. J. Parker*, for the plaintiffs.

*Leigh Clare*, for the defendants.

KEKEWICH J. said that by sect. 84 of the Act of 1875 the modification could only be made upon proof to the satisfaction of the Court that it would be beneficial to the persons principally interested in the enforcement of the condition. In construing this provision he thought that, if the parties interested being competent to consent appeared by counsel and consented to the proposed modification, it was unnecessary for the Court to inquire into the propriety of that consent, or to insist upon proof that that which they testified by their consent to be beneficial to them was in fact beneficial to them. If they did not consent, then the Court had to be satisfied that the modification was in fact beneficial. Although he was inclined to adopt the plaintiffs' view, others might hold different views, and upon this application he could not go into their views if they were entitled to object. Then who were entitled to object? The persons "principally interested." He could not understand what was meant by "principally interested," and for the present purpose it was not necessary to define those words exactly. He thought that all those who took with notice of the conditions were persons "principally interested," and he declined to draw any distinction between them. The order would only be made upon the consent being obtained of such of the persons referred to by the plaintiffs as had not already consented.

Solicitors: *Thorneycroft & Willis.*

H. B. H.

Kekewich J. In re **BARNETT'S TRUSTS.** March 18.

*Bona vacantia—Right of Crown—Fund in this country belonging to deceased person domiciled in Austria.*

A fund in court devolved under a will upon the deaths of annuitants on a domiciled Austrian who was of illegitimate

birth and who died in Austria a bachelor in 1883. The fund not having been dealt with for fifteen years, the solicitor to the Treasury, on behalf of the Crown, took out administration to the deceased, and presented a petition for transfer of the fund to the Crown as *bona vacantia*. The Austrian Government, represented by the Austrian Minister of Finance, claimed to be entitled. By the General Civil Code for all the German hereditary provinces of the Austrian monarchy it was provided that in default of relatives or spouse "the succession is confiscated as heirless property either by the *fiscus* or by those persons who according to the political ordinances are justified in confiscating heirless estates."

*Sir B. B. Finlay, A.-G., Sir E. Carson, S.-G., and R. J. Parker*, for the Crown, submitted that the rule "*Mobilia sequuntur personam*" had no application to the case, which was not one of succession at all, it being clear that by Austrian as well as by English law the goods of the "heirless" person were treated as *bona vacantia*.

*Warrington, K.C., and Adams*, for the Austrian Government, contended that the rule "*Mobilia sequuntur personam*" applied, and that the succession was regulated by the Austrian Code under which, in the event, the succession devolved on the *fiscus*.

*T. T. Methold*, for the official solicitor.

*Robertson*, for the representative of the testator.

*KERWION J.* held that the Crown was entitled. The maxim "*Mobilia sequuntur personam*" applied to a case of distribution, but the Court was dealing here with a case where there was no distribution at all, and no *persona* to be followed. In a case such as the present the Crown took the property as *bona vacantia*, i.e., property at large and claimed by no one; the Crown did not claim it by succession at all, but because there was no succession. In this respect there appeared to be no difference between the law of Austria and that of England. It might be that in a case hereafter where there was a conflict between the laws of two countries a more difficult question might have to be decided on grounds of international law; but in the present case it was clear that there was no scope for the application of the doctrine contended for on behalf of the Austrian Government.

Solicitors: *Solicitor to the Treasury; Tatham & Lousada; The Official Solicitor; Francis Fearon.* C. C. M. D.

for taxation of the bill. The costs of this application were reserved.

The taxing master struck out of the bill an item of 117*l. 4s. 4d.*, charged for probate duty, leaving 101*l. 1s. 5d.*, and he then taxed off 24*l. 17s. 10d.*, which was more than one-sixth of the bill as reduced. The solicitors objected to the disallowance of the probate duty on the ground that it was a disbursement, and was properly paid by them in the ordinary course of their duty. The master overruled the objection, and stated in answer to it that estate duty, not probate duty, was payable on Mrs. Ross' estate, and that it ought to be dealt with as a cash item, and not inserted in the bill; and he urged that the decision in *In re Lamb*, (1889) 23 Q. B. D. 5, to the effect that probate duty should be included in the bill, had gone too far, or that at least it ought not to be extended so as to cover estate duty.

T. K. Ross' representatives took out a summons for an order that the solicitors should pay to them the 24*l. 17s. 10d.*, and also should pay the reserved costs of the application for taxation and of the present summons; but the first part of this summons was abandoned. It was stated that the solicitors had repaid the 24*l. 17s. 10d.* to Mrs. Ross' executors.

*Norton, K.C., and A. P. Poley*, for the solicitors.

*Levett, K.C., and Hon. T. H. Watson*, for T. K. Ross' representatives.

*BYRNE J.* said that he should follow the decision in *In re Lamb*. There was no distinction in principle between probate duty and estate duty. Under sect. 6, sub-sect. 2, of the Finance Act, 1894, the estate duty which the executors must pay appeared to be a stamp duty collected in respect of that property on which duty must be paid before probate was granted. It was a payment necessary to obtain probate, and fell exactly within the analogy of the old probate duty. The summons must be allowed.

On the second summons his Lordship said that he had made inquiries, and had ascertained that there was no general rule that the costs of special applications for taxation followed the result of the taxation; but in the present case he held that the reserved costs of the application for taxation and the costs of the second summons ought to follow the result of the taxation, and be paid by T. K. Ross' representatives.

Solicitors: *Kingdon, Wilson & Webb; Collyer-Bristow, Hill, Curtis & Dods.* H. C. R.

Byrne J. March 11, 15, 19.

*In re KINGDON & WILSON*, Solicitors.

Practice—Costs—Solicitor and client—Taxation—Disbursement—Estate duty—Finance Act, 1894 (57 & 58 Vict. c. 30), s. 6, sub-s. 2—Application by third parties—Solicitors Act, 1843 (6 & 7 Vict. c. 73), ss. 38, 39.

Summons by solicitors for a review of the taxation of their bill of costs.

Mrs. Ross, who died in 1899, by her will appointed executors and trustees and bequeathed the residue of her estate to them in trust for T. K. Ross. The executors, to obtain probate of the will and realize the estate, employed Messrs. Kingdon & Wilson, who completed the work and delivered a bill of costs amounting to 218*l. 5s. 9d.*, which was paid by the executors. T. K. Ross died, and his representatives took out a summons under sects. 38 and 39 of the Solicitors Act, 1843, and obtained an order

Byrne J. FARMER v. PITT. March 20.

Mortgage—Legal mortgage—Subsequent equitable mortgage of different property to the same mortgagee—Agreement to execute legal mortgage as the mortgagee may require—Clause excluding sect. 17 of the Conveyancing Act, 1881 (44 & 45 Vict. c. 41)—Consolidation—Redemption.

Mrs. Farmer mortgaged freeholds belonging to her to F. T. Pitt by a deed which contained no provision excluding the operation of sect. 17 of the Conveyancing Act, 1881, which does away with consolidation of mortgages. She subsequently made an equitable mortgage of other property to the same mortgagee, and signed a memorandum whereby she agreed at any time during the continuance of the security to execute a legal mortgage "with such powers and provisions and in such form as the said F. T. Pitt may require for further securing the said principal moneys and interest."

Mrs. Farmer desired to pay off the first mortgage, and tendered the principal and interest due thereon; but F. T. Pitt, declined to give up the deeds or execute a reconveyance; and he claimed to have executed by Mrs. Farmer a legal mortgage of the property comprised in the equitable mortgage, and that that mortgage should contain a clause expressly providing that sect. 17 should not apply to it, his object being to consolidate the mortgages so that Mrs. Farmer should not be able to pay off one without the other. Mrs. Farmer took out a summons for redemption and reconveyance of the property comprised in the first mortgage.

*Levett, K.C., and A. Underhill, for the summons.*

*Rowden, K.C., and Martelli, for the mortgagee.*

BYRNE J. said that it had been contended that the effect of the covenant in the memorandum was to make the mortgagee master of what powers and provisions were to be inserted in the legal mortgage, although it was admitted that they must be reasonable. The true meaning of such agreements was explained in *Whitley v. Challis*, [1892] 1 Ch. 64, where it was stated that they were not intended to enlarge the subject-matter of the security. That was a different case from the present, but the same principle applied. A right of consolidation gave the mortgagee, in the event of redemption, a control over property not included in his security, and the covenant in the memorandum did not enable the mortgagee to insist on the insertion of a clause permitting consolidation. Further, the practice of conveyancers seemed to be not to insert as a common form in mortgages a clause excluding the operation of sect. 17. The summons must be allowed.

Solicitors: *Rowcliffes & Co., for J. F. Addison, Walsall;*  
*R. H. Bentley, for S. Ward, Dudley.* H. C. R.

BYRNE J. WALTER v. ASHTON. March 20.

*Injunction—Unauthorized use of name—Holding out as partner—Reasonable probability of risk and liability.*

This was an application for an interim injunction to restrain the defendant from advertising his "Times" cycles in such a way as to suggest, or represent, that he was carrying on business as a department of or in connection with *The Times* newspaper. Having regard to the circulars, advertisements, and general conduct of the business carried on by the defendant, the Court came to the conclusion upon the evidence that the defendant intended to induce people to think that the proprietors of *The Times* newspaper were either the vendors, for whom the defendant acted as manager of this department, or that they were partners, or in some way pecuniarily, and with responsibility, connected with the sale of the defendant's cycles, and the question was whether, on these facts, the plaintiffs were entitled to an injunction.

*Levett, K.C., and MacSwinney, for the plaintiffs.*

*Norton, K.C., and E. Ford, for the defendant.*

BYRNE J. said that to entitle the plaintiffs to an interlocutory injunction they had to establish, first, that the defendant had represented the plaintiffs as his principals or partners, or, at least, as responsibly connected with his venture; and, secondly, that there was tangible probability of injury to the property of the plaintiffs in consequence of such representations. Mere annoyance was not enough, nor libel not being trade libel; nor

was a shadowy probability of actions being brought enough. His Lordship having come to the conclusion that the defendant had, as a fact, held out the proprietors of *The Times* as either being principals or responsibly connected with him, was also of opinion that there was such reasonable probability of *The Times* being exposed to litigation, and possibly being made responsible, had they not taken steps to disconnect their name from the advertisements and circulars that were issued by the defendant, that the case was within the authority of *Bouth v. Webster*, (1847) 10 Beav. 561, and that an interim injunction ought to be granted restraining the defendant from in any way representing that the cycles offered by him for sale were in fact offered for sale by the proprietors of *The Times* newspaper, or that he was carrying on business as a department of *The Times*, or in any way holding out *The Times* to be the owners of his business.

Solicitors: *Soames, Edwardes & Jones; Bate & Co.*

W. C. D.

Farwell J.

March 18.

FINCHLEY ELECTRIC LIGHT COMPANY v. FINCHLEY URBAN DISTRICT COUNCIL.

*Local government—Street—Urban authority—Turnpike trustees—Road originally conveyed in fee—Overhead wires—Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 149—Turnpike Roads Regulation Act, 1822 (3 Geo. 4, c. 126).*

The plaintiffs were a limited company incorporated under the Companies Acts for the purpose of supplying electric light in the district of Finchley. They had carried a wire, intended to support an electric cable, over Regent's Park Road, a highway within the defendants' district, at a height of thirty-four feet. The defendants cut the wire, and the plaintiffs brought this action to restrain them. The defendants claimed that they were owners in fee simple of the soil of Regent's Park Road, and the only question at the trial was whether the fee was vested in them. The road had been originally made under a local Turnpike Act. A part of its site, at the point where the wire crossed it, was globe land, and had, in 1828, been conveyed by the rector of the parish to the turnpike trustees in fee simple. This conveyance was made under the Turnpike Roads Regulation Act, 1822, which empowered the trustees to purchase, and limited owners to convey, any lands, tenements, hereditaments, and premises which the trustees should deem necessary to purchase for the purpose of "widening, diverting, altering, and improving any such road." The turnpike trust came to an end in 1872, and the road thereupon became a main road repairable by the inhabitants. The district of Finchley was made an urban sanitary district in 1878, and the road then vested in the defendants' predecessors in title under sect. 149 of the Public Health Act. The defendants had duly given notice under the Local Government Act, 1888, to retain the powers and duties of maintaining and repairing the road, and it had not, therefore, vested in the county council as a main road under that Act.

*Jenkins, K.C., and Buckmaster, for the plaintiffs, contended that the case of Mayor, &c. of Tunbridge Wells v. Baird*, [1896] A. C. 494, and similar cases applied, and that only the street as there defined, i.e., only the surface, and so much above and below it as was necessary to enable the council to perform

their duties, was vested in the defendants, not the fee simple and the space *usque ad coelum*.

*Uppjohn, K.C.*, and *Lyttleton Chubb*, for the defendants, contended that everything which was conveyed to the turnpike trustees was vested in the defendants.

FARWELL J. said that as the result of all the cases the best definition of what passed to the local authority under sect. 149 of the Public Health Act was "so much as is necessary to enable them to do their duties under that Act." In this case the whole fee was conveyed to the turnpike trustees under powers which only enabled them to acquire what they deemed necessary for the purposes of the road. No Court could now say that the fee so conveyed to them was not necessary. He was of opinion, therefore, that all which passed to the turnpike trustees was vested in the defendants, and they were entitled to prevent the plaintiff company carrying wires across the road. He thought the conveyance to the turnpike trustees distinguished this case from all the cases cited, and pointed out that the reasoning on which those cases rested was that the Court would not construe the Act so as to take anything away from the owners without compensation; but in this case the whole fee had been paid for.

Solicitors: *Benham & Meyer*; *A. M. M. Forbes*.

J. R. B.

Buckley J.

March 11.

**FLETCHER v. LANCASHIRE AND YORKSHIRE RAILWAY.**

*Railway company—Mines under and adjoining canal—Mine-owner stopped from working mines within prescribed distance—Interest on compensation moneys.*

The defendant company was the owner of a canal, and the plaintiffs were the owners of mines under the canal and the adjacent land. Under the provisions of a private Act passed in 1892, when the workings of a mine-owner in the position of the plaintiffs approached within a prescribed distance of the canal he was to give a two months' notice to the company of his intention to proceed with the work, and within the two months was not to continue working within the prescribed distance. If the company considered that the further working was likely to damage the canal, and was willing to purchase and make compensation for the seam, it could give a counter-notice to that effect, and then the seam was not to be wrought or gotten, but was to be purchased and paid for by the company, the amount, if not agreed upon, being settled by arbitration.

The mine-owner's notice having been given, the company's counter-notice was given on the 19th of November, 1892. After some abortive attempts at agreement, an arbitrator was appointed in November, 1897. It was subsequently agreed that all questions between the parties should be left to the arbitrator, and that his decision should be accepted without dispute, except that on the question of interest on the amount found due for purchase-money and compensation either party might obtain the decision of a Court of law.

The arbitrator awarded 16,565*l.* for purchase-money and compensation, on the footing of the plaintiffs' seam having been purchased on the 19th of November, 1892, and that interest at 4 per cent. on the amount should be calculated from that date until the date of payment.

The company paid the compensation money, but disputed the claim to interest, and in the present action the judge held

that the only question open for decision was with reference to the interest.

The plaintiffs were the executors of the mine-owner who had given notice.

*Asbury, K.C.*, and *O. Leigh Clare*, for the plaintiffs.

*Littler, K.C.*, *H. Terrell, K.C.*, and *A. M. L. Langdon*, for the defendant company.

BUCKLEY J. said that from the time when the mine-owner gave his notice he was precluded from enjoying his property in the only way in which an underground seam could be enjoyed by him—namely, by working it. The suspension of the right to work was continued by the company's counter-notice, and after the receipt of that, the seam could not be wrought or gotten, but was to be purchased by the company. The mine-owner then ceased to enjoy, and the company had to pay compensation. The principle laid down in *Birch v. Joy*, (1851) 3 H. L. C. 565, was that when as between vendor and purchaser the latter had become entitled to the enjoyment of the thing purchased there was a correlative right in the vendor to have interest on his purchase-money. The company's mode of enjoying the seam was by retaining it and using it by way of support. From the 19th of November, 1892, the company had so enjoyed the seam, and had deprived the mine-owners of their enjoyment of it in their way. From that date the company had been in possession, so far as there could be possession of a subterranean seam. From the same date the company had continued to enjoy the purchase-money. Since the counter-notice the vendors had not had the enjoyment of either the seam or the purchase-money. His Lordship distinguished *Caledonian Railway v. Carmichael*, (1870) 2 H. L. Sc. 56, and held that on equitable principles the plaintiffs were entitled to interest from the 19th of November, 1892.

Solicitors: *Rowcliffes, Rawls & Co.*, for *Peace & Ellis*, Wigan; *Woodcock, Ryland & Parker*, for *Moorhouse*, Manchester.

F. E.

Buckley J.

MCCHERANE v. GYLES (No. 2).

March 12.

*Practice—Breach of trust—Joint and several liability—Action against one trustee only—Application by him for joinder of other trustee as co-defendant—Rules of the Supreme Court, 1883, Order XVI., r. 11.*

The plaintiff was the sole beneficiary under a settlement executed in Ireland, and all of the parties to which were resident in Ireland, and he alleged that the trustees of the settlement, Walter Gyles and John Cronyn, both of whom were resident in Ireland, had committed a breach of trust by making an improper investment, whereby the trust fund had been lost. Cronyn had died in 1877, and Caroline E. Cronyn, who lived in Dublin, was his executrix. In 1901 Gyles, who then happened to be in England, was served with the writ of summons in the present action, in which the plaintiff sought to make him liable for the breach of trust. Gyles obtained leave to issue a third party notice against C. E. Cronyn (claiming contribution from her as the executrix of John Cronyn to the extent of one-half of anything recovered in the action on the ground that John Cronyn, as one of the settlement trustees, was equally liable with Gyles for the breach of trust) and to serve the notice out of the jurisdiction. C. E. Cronyn was served, and applied to have the notice set aside and the order discharged. This

application failed, but the Court of Appeal discharged both the notice and the order for service "without prejudice to any application which the defendant may make for the purpose of adding the appellant as defendant": *McCheane v. Gyles*, [1902] 1 Ch. 287.

*Austen-Cartmell*, for Gyles, applied for an order that C. E. Cronyn might be added as a defendant, and that the trial might be stayed for twenty-eight days after her appearance.

*Douglas*, for the plaintiff, opposed the application.

BUCKLEY J. said that against the wish of the plaintiff he could not make the order. There were cases in which a person might be added as a defendant against the wish of the plaintiff, viz., where the plaintiff professed to be suing as representing a class, and one of the class objected that the plaintiff did not represent him, and asked to be joined as a defendant: see *Wilson v. Church*, (1878) 9 Ch. D. 552. The case of *Montgomery v. Foy, Morgan & Co.*, [1895] 2 Q. B. 321, was, if anything, an authority against the applicant. There was, in fact, no authority for the proposition that if two persons were under a joint and several liability, and the person to whom they were liable elected to sue one of them, the one sued was entitled to have the other one brought in for the purpose of making him contribute. Moreover, it was obvious that if C. E. Cronyn was joined as a defendant, and the plaintiff did not make any allegation against her, she might ask to be dismissed from the action. Another ground for refusing to make the order, even if there was power to make it, was that the writ was issued in March, 1901, the statement of claim was delivered in May, and the defence in August, and the order ought not to be made in an action when it was ready to be set down for trial in order that it might be set down against C. E. Cronyn also. The application must be dismissed with costs to the plaintiff in any event.

Solicitors: *Bircham & Co.*; *Atkinson & Dresser*. F. E.

Buckley J. *In re SETON-SMITH.* March 12.  
*BURNARD v. WAITE.*

*Will—Construction—Gift of "Furniture and other personal effects."*

The testator, who kept the Roebuck Hotel, Tilehurst, died on the 11th of May, 1901, and his will, dated as of the previous day, contained the following bequest: "I bequeath all the furniture and other effects belonging to me, and which at the date of my death are at the Roebuck Hotel aforesaid, to Gertrude Alexandra Waite, who is now residing at the said hotel." He gave his residuary personal estate upon trusts in favour of Joan Chard and Ethel Chard. Testator had no lease of the hotel, but was only tenant thereof. In the hotel were furniture and effects used independently of the business of the hotel; trade or tenant's fixtures and trade implements; and linen, plate, glass, china, and other effects used in connection with the hotel business. Waite acted as manageress of the hotel, without salary but on the terms of receiving a share of the profits.

The trustees of the will took out an originating summons for the determination of the question whether (a) the trade or tenant's fixtures and trade implements, (b) the furniture and

personal effects not connected with the hotel business, (c) the linen, plate, glass, china, and other effects used in connection with the business, passed to G. A. Waite or under the residuary gift.

*George Lawrence*, for the trustees.

*W. M. Cann*, for G. A. Waite.

*Christopher James*, for the residuary legatees.

BUCKLEY J. said that G. A. Waite was not entitled to the fixtures. These belonged to the testator, but it was improbable that he intended to give G. A. Waite the right to take down roller-blinds, gas-fittings, and things of that kind. It made no difference that the testator had only a short tenancy of the hotel. In *Finney v. Grice*, (1878) 10 Ch. D. 13, Jessel M.R. held that a bequest of "household furniture" did not pass the tenant's fixtures in a leasehold house occupied by the testator. In the present case neither the trade nor the tenant's fixtures passed to G. A. Waite. There was furniture in the hotel, some of which was used by the testator, some by Waite, and some by the visitors to the hotel. There were also linen, china, plate, and other effects. The residuary legatees contended that the only things that passed to Waite were the things which belonged to the testator in the sense that they were used by him personally, and not merely in the hotel business. But that was not so. The things passed whether they were used for trade purposes or not. His Lordship referred on this point to and distinguished *Pratt v. Jackson*, (1725) 2 P. Wms. 303, reversed on appeal, (1726) 1 Bro. P. C. 222; *Le Farrant v. Spencer*, (1748) 1 Ves. Sen. 96; and *Manning v. Purcell*, (1855) 7 De G. M. & G. 55, and held that what passed to Waite consisted of the furniture, linen, plate, china, glass, and other effects belonging to the testator at the time of his death, and which were then at the hotel, whether the same were used in the trade or not, but not tenant's or trade fixtures.

Solicitors: *Morris & Bristow*; *Gribble & Co.*, for C. E. Hawill, Reading. F. E.

Joyce J. *EASTON v. ISTD.* March 19, 20, 24.

*Ancient lights—Prescription Act, 1882 (2 & 3 Will. 4, c. 71), s. 3—Consent or agreement as to "windows overlooking"—Skylight.*

In 1873 the plaintiff erected upon his property adjoining that of the defendant a conservatory with a sloping glazed roof, the lower edge of which was in a line with the boundary between the two properties. The side of the conservatory abutting on the defendant's premises was glazed, and portions of it were hung on hinges from the top and made to open outwards over the defendant's property. The plaintiff signed an agreement to pay 1s. a year "as an acknowledgment for allowing the windows in my conservatory adjoining to open on to and overlook" the defendant's property, and also to close the same when required to do so. The annual payments under the agreement were made down to 1888, when the side of the conservatory was bricked up, leaving the glazed roof in its original position and forming a skylight to what thus became a corridor in the plaintiff's premises. In 1901 the defendant built a wall on his boundary and carried it above the plaintiff's skylight so as to obstruct the access of light thereto. The plaintiff alleged that his skylight was an ancient light, and that the free and un-

obstructed access of light thereto had been enjoyed as of right for twenty years and upwards prior to action brought.

The defendant contended that the right to the access of light to the skylight had been enjoyed by consent or agreement in writing. The question was whether the skylight was a "window" within the terms of the agreement.

*Hughes, K.C.*, and *Coldridge*, for the plaintiff.

*Kenyon Parker*, for the defendant.

JOYCE J. said that the agreement applied to the sloping skylight as much as to the glazed side of the conservatory. A window was not the less a window because it was not capable of being opened, nor because it was not fixed in a vertical plane. Inasmuch as the skylight received light over the defendant's property, it overlooked that property in the sense in which that term was used in the agreement. Consequently the right to the access of light to the skylight had been enjoyed by consent or agreement in writing within sect. 3 of the Prescription Act, 2 & 3 Will. 4, c. 71, and the plaintiff's action failed.

Solicitors: *James, Mellor & Coleman*, for *Hobbs & Brutton*, Portsmouth; *A. W. Mills*, for *Cousins & Burbidge*, Portsmouth.  
G. A. S.

Swinfen Eady J.

March 14.

STAGG v. MEDWAY UPPER NAVIGATION COMPANY.

*Company incorporated by statute—Power to mortgage undertaking—Existing debt—Charge upon surplus lands—Ultra vires.*

The defendant company was originally incorporated under a slightly different name by Act of Parliament in 1664. This Act contained no power to borrow moneys or to mortgage any of the company's property. The company had borrowed 6000*l.* which had been spent upon its undertaking, and had in 1878 executed a mortgage purporting to charge all its property with the repayment of this sum. In 1892 an Act was passed reincorporating the company under its present name and with new powers. This Act contained a provision that, notwithstanding any question as to the legality of the power of the company to borrow the moneys secured by the mortgage of 1878, the company should be at liberty to repay the moneys so secured, and for that purpose to borrow 6000*l.* on mortgage of their undertaking. In exercise of this power the company had in 1893 executed a mortgage to *W. Levett* for 6000*l.* upon the undertaking of the company. It was now proposed to transfer this mortgage, and a draft had been prepared giving the transferees a charge upon "all the lands for the time being belonging to the company which in their opinion shall not be required for the purposes of their undertaking."

One of the directors brought this action to restrain the company from executing this mortgage as being *ultra vires*, and now moved for an injunction.

*Vernon Smith, K.C.*, and *Loeke*, for the motion.

*Theobald, K.C.*, and *Dunham*, for the company.

SWINFEN EADY J. said that this was not a case of fresh borrowing, but of an arrangement with a creditor of the company as to an existing debt. There was no doubt that the debt was due; and the creditor could by taking proceedings have recovered judgment, and then taken the surplus lands in execution under a writ of *elegit*: see *Gardner v. London, Chatham and Dover Railway Company. Ex parte Grissell*, (1867)

*L. R. 2 Ch. 385*. Therefore the principle of *Blackmore v. Yates*, (1867) *L. R. 2 Ex. 225*, applied, and the company could, under its general powers, anticipate this process by giving a charge upon their surplus land, notwithstanding the fact that their Act did not specially authorize such a charge.

*The motion was refused.*

Solicitors: *Routh, Stacey & Castle*, for *Stenning, Knockers & Thompson*, Tonbridge; *Turry, Sherlock & King*. J. R. B.

Swinfen Eady J.

March 6, 7, 19.

*In re* HIGHTT AND BIRD'S CONTRACT AND THE VENDOR AND PURCHASER ACT, 1874.

*Vendor and purchaser—Leasehold house—Title—Open contract—Breach of covenant to repair—Production of receipt for rent—Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), s. 3, sub-s. 4.*

On the 1st of July, 1901, an open contract contained in letters was entered into between William Hightt (vendor) and Alfred John Bird (purchaser) for the sale of a leasehold house in Dulwich, held for an unexpired term of about eighty years at a ground-rent of 7*l.* per annum. No time was fixed for completion in the contract, but the 27th of September was afterwards agreed on. On the 27th of September the vendor was served with a notice by the London County Council under the London Building Acts to repair the house as being a dangerous structure. This notice was not complied with, and on the 1st of November, 1901, an order was made by the Lambeth Police Court requiring the owner or occupier to do the work mentioned in this notice within fourteen days from the service of the order. This order was served on the vendor on the 9th of November, 1901. This was a summons taken out by the vendor for a declaration that the purchaser was not entitled to have the expense of complying with the order borne by the vendor.

The Court held that the time at which the requisitions had all been cleared up, and the purchaser might safely have taken possession, was the 6th of November, 1901. A great part of the argument turned upon the question whether the expense in question was an outgoing before or after that date; but the case was decided upon another point.

*Eve, K.C.*, and *E. Ford*, for the vendor.

*Vernon Smith, K.C.*, and *Spence*, for the purchaser.

*Cur. adv. vult.*

March 19. SWINFEN EADY J. said that, as the sale was by an open contract, the purchaser was entitled to proof that all the covenants in the lease had been performed. Section 3, subsect. 4, of the Conveyancing and Law of Property Act, 1881, provided that on production of the receipt for the last payment due for rent before completion, the purchaser is to assume, unless the contrary appears, that all the covenants have been duly performed. But in this case the contrary did clearly appear. There was no dispute that on the 6th of November the covenant to repair had been broken, and that a portion of the building was so much out of repair as to be dangerous, and to justify the action taken by the county council. The cases of *Bull v. Hutchins*, (1863) 32 *Beav.* 615, and *Laurie v. Lees*, (1881) 7 *App. Cas.* 19, were distinguishable,



because there the contracts made production of the receipt conclusive evidence that the covenants had been performed.

Solicitors: *J. Bartlett; J. C. Anthony.*

J. R. B.

Swinfen Eady J.

March 19.

*In re HUNLOKE'S SETTLED ESTATES.*

*FITZROY v. HUNLOKE.*

*Tenant for life and remainderman—Capital or income—Fine on surrender of lease.*

Originating summons.

The legal life tenant in possession of estates devised by will in strict settlement granted a mining lease under a power in the will. The lease, which was for a term of twenty-two years from the 1st of July, 1898, reserved a dead rent and royalties, both of which were to cease as soon as the minerals were worked out.

The lessees were entitled to determine the lease on giving six months' notice expiring at the end of any half-year of the term, paying the rent and royalties and performing the covenants up to that time, and also paying the lessor the dead rent for the whole residue of the term.

The lessees having determined the lease on the 1st of July, 1901, and having paid the life tenant the sum of 1462*l.* 10*s.*, being the dead rent for the current half-year and the unexpired nineteen years of the term, this summons was issued to determine whether the life tenant was entitled to retain that sum as income, or whether any part ought to be paid to the trustees of the will as capital.

*Baumont*, for the trustees.

*Vaughan Hawkins*, for the life tenant.

SWINFEN EADY J. held that the ordinary common law rule, that money paid to a legal life tenant as the consideration for accepting the surrender of a lease belongs to that life tenant, applied to the present case. The life tenant was consequently entitled to retain the money.

Solicitors: *Tylee & Co.*

G. R. A.

## PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

Divorce. *BLACKETT v. BLACKETT AND FRAIL.* March 17.

*Costs—Security for.*

This was a summons, adjourned into Court for further argument, as to the liability of the petitioner to be ordered to give security for the costs of the co-respondent, against whom damages were claimed in the petition. The ground of the

application was that the petitioner was an undischarged bankrupt.

The matter first came before the registrar, who ordered the petitioner to give security.

The petitioner appealed.

SIR F. H. JAMES P. dissented from the decision in *Smith v. Smith and Palk*, (1882) 7 P. D. 227, rescinded the registrar's order, directed that the co-respondent should pay the costs of the rehearing in Court, but ordered that the costs in chambers and before the registrar should be costs in the cause.

*Barnard*, for the petitioner.

*J. H. Murphy*, for the co-respondent.

Solicitors for the petitioner: *Collyer-Bristow, Hill, Curtis & Dods.*

Solicitors for the co-respondent: *Woodcock, Ryland & Parker.*

H. D. G.

Adm.

THE DUNOTTAR CASTLE.

March 17.

*Salvage—Apportionment—Classification of salvors—Engineer staff.*

On the 24th of November, 1901, in lat. 10° 6' N. and long. 17° 9' W., the *Runic*, belonging to the Ocean Steam Navigation Company, Limited, of 12,482 tons gross register, with engines of 5000 horse-power actual, and 149 hands all told, from Liverpool to Australia, with a general cargo and 438 passengers, fell in with the Union Castle mail steamship *Dunottar Castle*, running between the Cape and this country, disabled by the breaking of her crank-shaft. The *Runic* took the *Dunottar Castle* in tow, and, the weather being fine, brought her by the following evening to Dakar, on the west coast of Africa, the distance towed being 280 miles, and the speed maintained about 9 knots. A sum of 4500*l.* was agreed upon by way of salvage remuneration, and an application was now made to the Court to apportion that amount amongst the owners, master, and crew of the *Runic*.

GORELL BARNES J. held that, considering the great value of the *Runic* (the ship, cargo, and freight amounting to 808,386*l.*), the delay of two and a half days during which the passengers and crew had to be maintained, and the fact that the service was mainly performed by the steam-power of the vessel, the owners were entitled to 8750*l.* (they paying the costs of the apportionment), the master, upon whom a great responsibility rested, 300*l.*, and the balance, 450*l.*, to be divided amongst the crew, according to their rating; but, following *The Minneapolis*, [1902] P. 30, the non-navigating portion (surgeon, purser, cooks, stewards, and stewardess) to share as if rated at one-third of their actual rating, whilst the share of the members of the engineers' department, who were all on double watches during the towage, should be increased so as to reckon them as if rated at one-and-a-half times their actual rating.

*Dawson Miller*, for all parties.

Solicitors: *Thomas Cooper & Co.*

T. L. M.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

WEDNESDAY, March 26.

*Chapman v. Browne.* Appeal from Cozens-Hardy J. Dismissed.  
*Murchison v. Routh.* Appeal from Bucknill J. Allowed.

TUESDAY, April 8.

*Neil's v. Lady Gordoa Lennox.* Appeal from the Lord Chief Justice. Allowed.  
*Newell v. Povah.* Appeal from Bruce J. Allowed.

THURSDAY, April 10.

*Batten, Carne and Carne's Banking Company, Limited v. Reed.* Application for judgment or new trial. Part heard.

**COURT II.**

FRIDAY, March 21.

*Attorney-General of the Duchy of Lancaster v. Chamber Colliery Company, Limited.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed.  
*In re London and Northern Bank, Limited.* Appeal from Wright J. Part heard.

TUESDAY, March 25.

*W. Montgomery & Co. v. Indemnity Mutual Marine, & Co, Limited.* Appeal from Mathew J. Dismissed.  
*In re Holland, dec. Gregg v. Holland.* Appeal from Farwell J. *Cur. adv. vult.*  
*In re Henry Lawrence, dec.* Appeal from Byrne J. Dismissed.

WEDNESDAY, March 26.

*Birch v. Birch.* Appeal from Gorell Barnes J. Allowed.  
*In re Hill. Hill v. Hill.* Appeal from Swinfen Eady J. Dismissed.  
*Hogg v. Gray.* Appeal from Kekewich J. Dismissed.

TUESDAY, April 8.

*Saunders v. Great Western Railway.* Appeal from Swinfen Eady J. Stands over.  
*Isach Hassan v. Abdu Harari and Others.* Appeal from Swinfen Eady J. Stands over.  
*In re Thomas Downs, dec. W. H. Gillett v. R. H. Barker.* Appeal from Kekewich J. Allowed.  
*In re Adamson. Leigh v. Adamson.* Appeal from Kekewich J. Settled.  
*Linotype Company, Limited v. Johnston Die Press Company, Limited. Same v. Same.*  
*Johnston Die Press Company, Limited v. Linotype Company, Limited.* Appeals from Bucknill J. Dismissed.

WEDNESDAY, April 9.

*Great Central Railway Company v. North Eastern Railway Company.* Appeal from Joyce J. Dismissed.  
*Horne v. Jewell.* Appeal from Farwell J. Compromised.

*In re Khoosh, Limited.* Appeal from Wright J. Dismissed.  
*In re Scholesfeld. Turner v. Scholesfeld.* Appeal from Joyce J. Part heard.

THURSDAY, April 10.

*In re Scholesfeld. Turner v. Scholesfeld.* Appeal from Joyce J. Dismissed.

*Bateman v. Faber.* Appeal from Kekewich J. Dismissed.  
*Trustees, Executors and Securities Corporation v. Armstrong.* Appeal from Farwell J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. BIRCH v. BIRCH. March 26.

*Res judicata—Action to set aside judgment—Alleged fraud—Revocation of probate of will.*

Appeal against the refusal by Barnes J., [1902] P. 62, of a motion by some of the defendants to stay the proceedings and to dismiss the action, on the ground that it was frivolous and vexatious, and that the statement of claim shewed no good cause of action, the matter being already *res judicata*.

The action was brought to set aside the judgment of Jenne P. in a former action establishing the validity of the will of a testator named Birch, and granting probate of it. The plaintiff alleged that since the former judgment he had discovered new facts which shewed that the will was a forgery.

C. A. Russell, K.C., and Whitmore L. Richards, for the appellants.

Inderwick, K.C., and Willock, for the plaintiff.

A. H. Chaytor, for another defendant.

Fresh evidence was adduced upon the appeal.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) allowed the appeal, and ordered the proceedings to be stayed, holding that the plaintiff was bound to shew and had not shewn a reasonable probability of the success of the action.

Solicitors: E. W. Reeves; J. W. Reid. W. L. C.

C. A. In re HILL. March 26.

HILL v. HILL.

*Heirlooms—Bequest to descend with dignity—Period of absolute vesting.*

Appeal by the defendant from the decision of Swinfen Eady J., ante, p. 26; [1902] 1 Ch. 537.

Brinton, for the defendant.

Mickletham, K.C., and Errington, for the plaintiff.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal, holding that the point was governed by the decision of the House of Lords in *Tollemache v. Earl of Coventry*, (1834) 2 Cl. & F. 611; 37 R. R. 260.

Solicitors: Chester & Co., for Lucas & Salt, Wem; Upperton & Co. W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. March 25.

*In re TONGE'S SETTLED ESTATE.*

*Practice—Sale out of court—Settled Estates Act, 1877 (40 & 41 Vict. c. 18), s. 16—Rules of the Supreme Court, 1883, Order LI., r. 1A.*

This was a petition under the Settled Estates Act, 1877, for the sale of an estate settled by a will.

Henry Johnston, for the petitioners, asked the Court to order a sale out of court, and direct payment of the purchase-money to the petitioners as trustees of the will. He referred to sect. 16 of the Act, providing that every sale shall be conducted in the same manner as by the rules and practice of the Court "for the time being" is or shall be required in the sale of lands sold under a decree of the Court, and to Order LI., r. 1A.

J. C. Rogerson, and W. S. Sherrington, for the respondents.

KEKEWICH J., being satisfied that all the proper parties were before the Court, made the order for sale out of court as asked, and observed that the words "for the time being" in the section appeared to him to have the effect of incorporating any rules which might from time to time be made to govern the practice of the Court. It was certainly convenient to extend the practice under the Act.

Solicitors: G. Henry Daniell, for J. Brooks, Stockport; Grundy, Kershaw, Samson & Co., for Grundy, Kershaw, Samson & Co., Manchester; Peacock & Goddard. C. C. M. D.

Buckley J. In re SCOTT. March 24.

SCOTT v. SCOTT.

*Infant—Maintenance—Accumulations—Contingent life interest—Right to accumulations—Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), s. 43, sub-s. 2.*

A testator gave his residuary property to trustees, upon trust for conversion and to hold a portion of the proceeds upon trust for his children who being sons should attain 25, or being daughters should attain 21 or marry, to be divided between them in equal shares, and he directed his trustees to retain the share of each daughter, upon trust to pay the income to her for life, and after her death for her children.

Two of the daughters, having attained 21, claimed payment of the accumulations of such part of the income in the meantime, of their shares, as had not been applied for their maintenance.

*S. O. Buckmaster*, for the daughters.

*Beddall*, for the trustees of the will, and as representing the possible children of the daughters.

BUCKLEY J., in a considered judgment, said that the contingency was that of attaining 21, and under such a gift the income was accessory to the capital and belonged contingently to the legatee in whose favour the gift was made. The intention of sect. 43 of the Conveyancing Act was not to affect the construction of wills: *In re Dickson*, (1885) 29 Ch. D. 331, 338. The object of the Act was to shorten and simplify conveyances, and not to alter the devolution of property. *Primâ facie*, therefore, a daughter, on attaining 21, was, as tenant for life, entitled to the income accrued up to that date. For the respondents it had been contended that, under sub-sect. 2 of sect. 43, the accumulations were to be held as *corpus* settled for all the persons entitled in succession under the settlement of the share. Another argument, too extravagant for serious consideration, would be that the accumulations were held for the persons entitled to the *corpus* after the daughter's death. Neither contention could be sustained. If in sect. 43 "property" was read as equivalent exclusively to "*corpus*" or "capital," its use was far from exact. If so read to the exclusion of income the language was not apt; but if read to mean "*corpus* or its income as the nature of the gift may require," the language became appropriate. Sub-sect. 2 was to be read thus: "And shall hold these accumulations for the benefit of the person who, in the events which happen, becomes entitled to the property—namely, the income—from the accumulation of which the accumulations arise." After referring to *In re Buckley's Trusts*, (1883) 22 Ch. D. 583; *In re Wells*, (1889) 43 Ch. D. 281; and *In re Humphreys*, [1893] 3 Ch. 1, in the last of which cases the Court of Appeal left this point open, he held that each daughter was entitled to the accumulations of the income of her share.

Solicitors: *Stevens, Bawtree & Stevens*.

F. E.

Joyce J. Feb. 14, 15, 24, 25; March 26.

**MAYOR, &C., OF DEVONPORT v. TOZER.**

*Local government—Local authority—By-laws—Infringement—Erection of houses fronting public highway—Laying out new street—Injunction—Special remedy—Proceedings before justices—Jurisdiction.*

The defendants were the owners of a triangular piece of land situated within the limits of the plaintiffs' borough. The land on two sides of the triangle abutted upon public highways within the borough. The defendants, in pursuance of a plan for the development of their property as a building estate, commenced to erect houses fronting the two highways. The plaintiffs alleged that the defendants were in effect laying out the highways as new streets which did not comply with the requirements of the borough by-laws as to width, and they brought this action for an injunction to restrain the defendants from laying out the two highways or either of them as new streets or a new street so as to contravene the by-laws; and alternatively for a declaration that the plaintiffs were entitled to remove, alter, pull down, or otherwise deal with any work begun or done by the defendants in contravention of the by-laws. The by-laws provided (*inter alia*) that every

person who should offend against any of them should be liable for every such offence to a penalty of 5*l.*, which was to be recovered by proceedings before the justices as therein mentioned; and that if any work, to which any of the by-laws relating to new streets and buildings might apply, were begun or done in contravention of any such by-law, the authority might, subject to any statutory provision in that behalf, remove, alter, or pull down such work.

*Macmorran, K.C., Hughes, K.C., and R. J. Parker*, for the plaintiffs.

*Danckwerts, K.C., and A. Glen*, for the defendants.

JOYCE J. held (1) that the defendants were not laying out or intending to lay out or construct the highways as new streets within the meaning of the by-laws; and (2) assuming that there had been an offence against the by-laws, they could not properly be enforced by an action for an injunction, but only by the special remedies thereby provided, or otherwise by way of information by the Attorney-General; and (3) that no such declaration ought to be made as was asked for. He accordingly dismissed the action with costs.

Solicitors for the plaintiffs: *Cunliffe & Davenport*, for *A. B. Pilling*, Devonport.

Solicitors for the defendants: *Surr, Gribble & Oliver*, for *J. Walter Wilson*, Plymouth. G. A. S.

Swinfen Eady J.

*In re GOSSLING.*

March 22.

**GOSSLING v. ELOOK.**

*Will—Construction—Gift to individuals at twenty-one—Gift of income for maintenance—Vested or contingent gift.*

A testator gave all the residue of his estate to his trustees upon trust to pay the income to *A. B.* during her life, and after her death to pay, transfer, and divide his said residuary real and personal property "unto and equally between his two children, *Ellen Gossling* and *John Tom Gossling*, on their severally attaining the age of 21 years, their heirs, executors, administrators, and assigns, as tenants in common, the income during the respective minorities of his said two children to be applied in or towards their maintenance and support.

The children were illegitimate. Both survived the testator. *John Tom Gossling* died under 21 in the lifetime of the tenant for life. On the death of the tenant for life this petition was presented by *Ellen Gossling* and the persons interested in her share under her marriage settlement, asking for the transfer of her share to the trustees of her settlement and a declaration who were entitled to *John Tom Gossling's* share.

*J. G. Wood*, for the petitioners.

*L. Vernon Harcourt*, for the testator's next of kin.

*R. J. Parker*, for the Crown.

*G. Henderson*, for the trustee of the testator's will.

SWINFEN EADY J. said that the interest taken by *J. T. Gossling* under the will was contingent on his attaining 21. The cases must be taken to have established the rule that where there is a contingent gift of shares of residue or of a fund to several persons on their attaining 21, and a direction to apply the income of the whole fund in maintenance of all the persons, in such terms that more than an aliquot share of income might be employed in the maintenance of any of them, the direction as to maintenance will not vest the gift, though a direction to

apply the income of each donee's presumptive share in his or her maintenance would vest the gift. *Fox v. Fox*, (1875) L. R. 19 Eq. 286, is distinguishable, and the approval of that case by the Court of Appeal in *In re Turney*. *Turney v. Turney*, [1899] 2 Ch. 739, cannot be taken to have altered this rule.

Solicitors: *Bird & Eldridges*, for *Moore, Rawlins & Vores*, Lymington; and for *Burt & Haviland*, Christchurch; *Solicitor to the Treasury*.  
J. R. B.

Swinfen Eady J.

GOPHER DIAMOND COMPANY v. WOOD.

March 26.

*Restraint of trade—Contract of service—Construction—“Interested in similar business”—Salaried salesman.*

Motion.

This was a motion by the plaintiffs, who carried on a large jewellery business with several branch establishments in Regent Street, to restrain the defendant, who was recently a manager of one of those branches, from being, during three years from

the termination of his managership, directly or indirectly interested in a similar business to that of the plaintiffs within twenty miles of Regent Street, in breach of a covenant in that behalf in his managership agreement contained.

After the termination of his managership the defendant had become a junior assistant or counter salesman to other jewellers in Regent Street at a salary of 2l. a week without commission or any other direct or indirect interest in the business.

The question was whether this was a breach of the covenant.

*Buckmaster*, for the plaintiffs.

*Martelli*, for the defendant.

SWINFEN EADY J. As the defendant's salary in no way depends on the profits or gross returns of the business in which he is now employed, he has no proprietary or pecuniary interest in the success or failure of that business, and has consequently not broken the covenant: *Smith v. Hancock*, [1894] 2 Ch. 377. The motion will therefore be refused.

Solicitors: *Downey & Linnell*; *E. W. Pheasant*.

G. R. A.

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**RECORD OF BUSINESS.**

**COURT I.**

FRIDAY, April 11.

*Batten, Carne & Carne's Banking Company, Limited v. Reed.* Application for judgment or new trial. Part heard.

SATURDAY, April 12.

*Batten, Carne & Carne's Banking Company, Limited v. Reed.* Application for judgment or new trial. Dismissed.  
*Smith v. Moir and Others.* Application for judgment or new trial. Allowed.

MONDAY, April 14.

*Holland v. Bennett.* Appeals from Bucknill J. Dismissed.  
*Ellis v. Neck.* Appeal from Bucknill J. Dismissed.  
*Robinson v. Walton and Another.* Appeal from Bucknill J. Dismissed.  
*Lamb v. Pine Coffin.* Appeal from Bucknill J. Dismissed.  
*Neabitt v. Parrett and Mercer.* Application for judgment or new trial. Part heard.

TUESDAY, April 15.

*Neabitt v. Parrett & Mercer.* A application for judgment or new trial. Dismissed.  
*Vicars v. Hydro Incandescent Gas Light Company, Limited, and Others.* Application for judgment or new trial. Dismissed.  
*White v. Bennett.* Application for judgment or new trial. Allowed.

WEDNESDAY, April 16.

*Barker v. Sullivan and Others.* Application for judgment or new trial. Judgment varied.  
*Smith & Co., Limited v. Humphries & Co., Limited.* Application for judgment or new trial. Part heard.

THURSDAY, April 17.

*Smith & Co., Limited v. Humphries & Co., Limited.* Application for judgment or new trial. Allowed.

**COURT II.**

FRIDAY, April 11.

*In re a Debtor. Ex parte the Debtor. No. 116 of 1902.* Appeal from Mr. Registrar Linklater. Dismissed.  
*In re a Debtor. Ex parte the Debtor. No. 1490 of 1899.* Appeal from Mr. Registrar Brougham. Stands over for three months.  
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*In re Trustees, Executors and Securities Insurance Corporation, Limited v. Armstrong.* Appeal from Farwell J. Part heard.

MONDAY, April 14.

*Trustees, Executors and Securities Insurance Corporation, Limited v. Armstrong.* Appeal from Farwell J. Dismissed.  
*In re Yorkshire Investment and American Mortgage Company.* Appeal from Wright J. Dismissed.  
*In re Schnadhorst. Sandkuhl v. Schnadhorst.* Appeal from Joyce J. Part heard.

TUESDAY, April 15.

*In re Schnadhorst, Sandkuhl v. Schnadhorst.* Appeal from Joyce J. Dismissed.

*In re Aldam's Settled Estates and Settled Land Acts.* Appeal from Byrne J. Part heard.

WEDNESDAY, April 16.

*Donovan v. Donovan.* Appeal from Jeune P. Dismissed.

*Anderson v. Tarbutt and Quentin.* Appeal from Kekewich J. Allowed.

*In re Aldam's Settled Estates and Settled Land Acts.* Appeal from Byrne J. Part heard.

THURSDAY, April 17.

*In re Aldam's Settled Estates and Settled Land Acts.* Appeal from Byrne J. *Cur. adv. vult.*

*Bellerby v. Rowland & Marwood's Company, Limited.* Appeal from Kekewich J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. HOLLAND v. BENNETT. April 14.

*Practice—Writ for service out of the jurisdiction—Breach of contract, whether within or out of the jurisdiction—Wrongful dismissal—Letter written abroad.*

Appeal from an order of Bucknill J. at chambers as after mentioned.

The action was for wrongful dismissal.

The plaintiff was employed by the defendant, a foreigner resident abroad, as the London correspondent of the *New York Herald*, of which the defendant was the proprietor. The defendant gave notice of dismissal to the plaintiff by a letter written and posted abroad to the plaintiff in this country. Leave having been obtained for the issue of a concurrent writ of which notice was to be served out of the jurisdiction, notice thereof was served upon the defendant abroad. Application being made at chambers by the defendant for an order setting aside the writ and service, the master made the order applied for, and on appeal the learned judge affirmed his decision.

*E. Tindal Atkinson, K.C., and P. Rose Innes, for the plaintiff.*

*Norman Craig (Bankes, K.C., with him), for the defendant.*

THE COURT (Vaughan Williams L.J. and Mathew L.J.) held, on the authority of *Cherry v. Thompson*, (1872) L. R. 7 Q. B. 573, that, the alleged breach of contract having taken place out of the jurisdiction, the order of the learned judge was right, and dismissed the appeal.

Solicitors for the plaintiff: *Spencer Cridland & Co.*

Solicitors for the defendant: *Lewis & Lewis.*

E.L.

C. A.

*In re SCHNADHORST.*  
SANDKUEHL v. SOHNADHORST.

April 15.

*Will—Construction—Gift to a class—Gift over on death coupled with a contingency—"Die leaving issue"—Divesting—Period of defeasibility.*

Appeal from Joyce J., [1901] 2 Ch. 338; [1901] W. N. 99.

Francis Schnadhorst by his will gave his residuary estate upon trust for his widow for life or widowhood, and after her decease or second marriage to apply the income for the maintenance and education of his children until the youngest who should be living being a son should attain twenty-one, or being a daughter should attain that age or marry. Subject thereto he directed that the trust fund and the income thereof, and any accumulations not vested or applied under his will, should be held in trust for all his children who being sons should attain twenty-one, or being daughters should attain that age or marry, to whom he gave his residuary estate in equal shares. And he directed that if any of his children should die leaving issue, such issue should take his or her deceased parent's share equally as tenants in common.

Joyce J. held, upon the construction of the will, that there was nothing in the will to limit the contingency of death leaving issue to less than the whole life of the first taker, whether son or daughter; and that the divesting clause or gift over might operate, not only during the lifetime of the testator's widow, but also after her death; and, therefore, that children who survived the testator only took indefeasible interests if and when they should die without leaving issue.

The plaintiff, a married daughter of the testator who had attained twenty-one, and contended that her interest became indefeasibly vested when she attained twenty-one, appealed.

*Younger, K.C., and Peterson, for the plaintiff.*

*W. H. Cozens-Hardy, for the defendant, a son of the testator, who had also attained twenty-one.*

*Dibdin, K.C., and R. J. Parker, for the defendants, the infant children of that son, were not called upon.*

THE COURT (Collins M.R., Stirling and Cozens-Hardy L.J.) agreed with Joyce J.'s view of the construction of the will, and dismissed the appeal.

Solicitors: *Swann, Green & Co.; Flux, Leadbitter & Neighbour.*

G. I. F. C.

## High Court of Justice.

### CHANCERY DIVISION.

Byrne J.

*In re DUNN.*  
BRINKLOW v. SINGLETON.

April 10.

*Practice—Costs—Administration—Insolvent estate—Claim of creditor—Costs of successful litigation allowed in full.*

A claim having been made, in an action for the administration of an insolvent estate, for commission for the introduction to the deceased of a purchaser of a public-house, the sale of which was not completed, an issue was directed whether the sale went off through the default of the vendor or his legal personal

representatives. On the trial of this issue the Court found that the purchase went off through the default of the representatives of the vendor, and that the claimant was, therefore, entitled to his commission.

*Norton, K.C., and P. Wheeler*, for the claimant, asked that the costs of the trial of this issue, in which the claimant had been successful, might be paid in full out of the assets, following the analogy of the practice in bankruptcy: *In re National Whole Meal Bread and Biscuit Company*, [1892] 2 Ch. 457; and the analogy of winding-up cases where leave had been given to a claimant to bring an action: *In re Trent and Humber Ship-building Company*, (1869) L. R. 8 Eq. 94.

*Levett, K.C., and Jason Smith*, for the representatives of the vendor.

BYRNE J. held, that the claimant was entitled to be paid out of the assets the full costs of the trial of the issue which had been directed, and in which he had been successful.

Solicitors: *J. B. Roberts & Wrightson; Crawford & Chester.*  
W. C. D.

Farwell J. March 24.  
DUKE OF NEWCASTLE v. WORKSOP URBAN DISTRICT COUNCIL.

Franchise—Fair—Market—Fair and market held on same day—  
Merger—Change of days named in charter—Tolls—Stallage.

In 1851 the lord of the manor of Worksop granted to trustees for the Worksop Corn Exchange and Market Company a lease for ninety-nine years at a nominal rent of "All those tolls stallage piccage and all and singular other the market dues now receivable and payable at the market held in the town of Worksop belonging to the said lord but excepted always out of the aforesaid grant or demise and reserved unto the said lord his heirs and assigns all fairs courts perquisites of Courts royalties jurisdictions franchises and other manorial rights whatsoever other than the said tolls or premises hereinbefore granted or demised to the said market belonging or in anywise appertaining or incident."

The defendant council were the assignees of this lease, and the plaintiff was the lord of the manor and entitled to the reversion expectant thereon.

By two charters in the reigns of Edward I. and Charles II. two weekly markets, one for provisions, &c., and one for cattle, both held on Wednesday, and three annual fairs, had been granted to the lords of the manor. It appeared from certain proceedings *in quo warranto* in the reign of Edward III. that tolls were then taken at the fair granted by the earlier charter; but there was no evidence that any tolls had been taken at that fair after that date, or at the additional fairs granted by the charter of Charles II., at any time. Up to the date of the lease both markets had been regularly held in the streets. Two fairs had up to 1845 been held on the days appointed by the charters. In that year the lord, without any fresh charter or licence from the Crown, changed the days for holding the fairs to the second Wednesday in March and the second Wednesday in October, both market days. After the date of the lease the markets were held in buildings or on land belonging to the defendants or their predecessors in title. On fair days the fair was duly proclaimed by the lord's crier at the market, but the lord had never appointed a collector of tolls or done anything except proclaim the fair. The defendants or their predecessors in title had taken the market tolls.

They had issued a list of tolls in which higher tolls were fixed for fair days for stalls and for baskets of eggs. The latter had never been collected; but for stalls a higher toll had been charged to persons who only attended on fair days; those who attended the market regularly got their stalls at the same toll. The plaintiff brought this action for an account of the tolls taken on fair days. He contended that, a fair being "a great sort of market" (*Gunning on Tolls*, p. 44), a fair and a market could not be held on the same day, in the same place; that the market would be absorbed in the fair; and that all tolls taken on a fair day must be held to be fair tolls and excepted from the lease.

*Haldane, K.C., Butcher, K.C., and Vaughan Hawkins*, for the plaintiff.

*Uppjohn, K.C., and Herbert Chitty*, for the defendants.

FARWELL J. said that there was no impossibility that a fair and a market should be held in the same manor on the same day. No fair tolls had been taken for centuries, and, whether the lord had lost the right to take them or not, the fact that they were never taken was present to the minds of both parties when they negotiated the lease; on the construction of the lease the omission of any mention of tolls in the exception of fairs, &c. was significant as to the intention of the parties; and on the facts he was of opinion that the tolls taken were stallage, not fair tolls. He also held that the change of days without licence was a ground of forfeiture of the fair; and though this could not be taken advantage of except by the Crown, the lord could not legally recover tolls on the new days. Further, the lord had no right to hold the fair on the land of the defendants. The action must therefore be dismissed with costs.

Solicitors for the plaintiff: *Richard J. & C. S. Smith*, for *Marshalls & Bate*, East Retford.

Solicitors for the defendants: *Baker, Lees & Co.*

J. R. B.

Buckley J. PRACTICE NOTE. April 9, 10.

Company—Winding-up—Petition—Statement as to assets—  
Supervision order—Re-advertisement of petition—File of proceedings.

Several petitions for the winding-up of companies omitted any allegation shewing that the company had any uncalled capital, works, book debts, or other assets upon which a winding-up order, if made, could operate.

BUCKLEY J. directed the petitions to stand over, with liberty to amend by shewing that the companies had something to wind up; and he stated that he should always look to see whether there was anything belonging to the company petitioned against sufficiently substantial to produce something if realized.

BUCKLEY J. also said, that where a petition for a compulsory order had been advertised, and at the hearing the petitioner asked for a supervision order only, the petition ought as a general rule to be re-advertised. This appeared to be the practice more recently adopted, the reason for it apparently being that persons who would be satisfied with a compulsory order would not take the trouble to appear if they thought such an order would be made, but might appear and object to a supervision order only being made.

His Lordship also said that he did not intend to look at the

files of proceedings, but that parties must come furnished with office copies of affidavits, &c., as in other cases in the Chancery Division, and that the costs of such copies would be allowed.

F. E.

Joyce J. EVANS v. CHAPMAN AND OTHERS. April 11.

*Company — Articles of association — Mistake — Rectification — Jurisdiction — Companies Act, 1862 (25 & 26 Vict. c. 89), s. 50 — Companies Act, 1900 (63 & 64 Vict. c. 48), s. 4.*

The Sulphides Reduction (New Process), Limited, was formed to acquire and take over the assets and certain of the liabilities of a former company of the same name in pursuance of resolutions for reconstruction passed and confirmed by the shareholders of the old company. The prospectus of the new company stated, in conformity with the requirements of sect. 4 of the Companies Act, 1900, that the minimum subscription on which the directors might proceed to allotment was "seven shares of 1*l.* each." The articles of association as originally drafted provided that, if the company should offer any of its shares to the public for subscription, the directors should not make any allotment thereof unless and until at least seven of the shares so offered should have been subscribed, and the sums payable on application should have been paid to and received by the company. A copy of the articles in this form was produced at the meeting of the old company at which the scheme of reconstruction was approved. In consequence of a printer's error the articles, as ultimately printed and signed by the signatories of the memorandum, provided that the minimum subscription should be "7 per cent. of the shares." There was evidence that all the signatories intended to subscribe articles which fixed the minimum subscription at seven shares, and that the insertion of the words "per cent." was a mistake common to all the parties. Since the issue of the prospectus numerous applications for shares had been received, but none had been allotted.

This was a motion, in an action by one of the signatories of the memorandum and articles against the other signatories and the company, asking that the articles might be rectified by striking out the words "per cent."

*Hughes, K.C.*, and *M. Romer*, for the plaintiff.

*Jessel*, for the defendants, supported the application.

Joyce J. said that the proper mode of rectifying the mistake in the articles was by special resolution of the company under sect. 50 of the Companies Act, 1862. The general jurisdiction of the Court to rectify instruments of all kinds on the ground of mistake did not apply to an instrument like articles of

association, which had only a statutory effect. He therefore refused the application.

Solicitors: *Cheston & Sons*.

G. A. S.

### KING'S BENCH DIVISION.

K. B. D.

April 9.

KNIVETON v. NORTHERN EMPLOYERS' MUTUAL INDEMNITY COMPANY.

*Practice — Appeal — County court — Order under sect. 5 of Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37) — Appeal to High Court — County Courts Act, 1888 (51 & 52 Vict. c. 43), s. 120.*

Appeal from Bolton County Court.

In proceedings for compensation under the Workmen's Compensation Act, 1897, by Kniveton against the Darcy Lever Coal Company, an award was made in favour of the plaintiff for the payment of 14*s.* 9*d.* a week during incapacity. The accident occurred on the 13th of December, 1900, and the award was made on the 8th of May, 1901. The Darcy Lever Coal Company was being wound up, and no payments were made to Kniveton under the award. Kniveton therefore applied for an order that the Northern Employers' Mutual Indemnity Company should pay him the weekly sum of 14*s.* 9*d.* in accordance with the award, under sect. 5 of the Workmen's Compensation Act, 1897, alleging that the coal company were entitled to the amount of the weekly payments from the insurance company. The county court judge, on the 4th of December, 1901, made an order that the insurance company should pay to Kniveton the arrears of the weekly payments, and should continue the payments under the award.

The insurance company appealed, and the objection was taken that there was no right of appeal to the King's Bench Division from an order made under sect. 5 of the Workmen's Compensation Act, 1897.

*Haldane, K.C.*, and *Chester Jones*, for the appellants.

*F. E. Smith*, for the respondent.

THE COURT (Lord Alverstone C.J., Darling and Channell JJ.) held that there was a right of appeal to the High Court under sect. 120 of the County Courts Act, 1888, from an order made under sect. 5 of the Workmen's Compensation Act, 1897.

*Objection overruled; appeal dismissed.*

Solicitors for the appellants: *Chester & Co.*, for *Fielding & Fernihough*, Bolton.

Solicitors for the respondent: *Rowcliffe*, for *Peace & Ellis*, Wigan. J. F. C.



NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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COURT OF APPEAL.

RECORD OF BUSINESS.

COURT I.

FRIDAY, April 18.

*Aitken v. London and North Western Railway Company.* Application for judgment or new trial. Dismissed.  
*Knight v. Vickersman.* Application for judgment or new trial. Dismissed.  
*Taylor v. London and Yorkshire Bank, Limited.* Application for judgment or new trial. Part heard.  
*Philips v. Plumby.* Application for judgment or new trial. Dismissed.

SATURDAY, April 19.

*Taylor v. London and Yorkshire Bank, Limited.* Application for judgment or new trial. Part heard.

TUESDAY, April 22.

*Vickers v. Lady Emily Gold Mining Company, Limited.* Application for judgment or new trial. Dismissed.  
*Cockburn and Another v. Taft.* Application for judgment or new trial. Dismissed.  
*Loftus v. Roberts.* Application for judgment or new trial. Part heard.

WEDNESDAY, April 23.

*Loftus v. Roberts.* Application for judgment or new trial. Allowed.  
*Spero v. Crosswell and Others.* Application for judgment or new trial. Dismissed.  
*Balls v. North Metropolitan Tramway Company.* Application for judgment or new trial. Allowed.

COURT II.

FRIDAY, April 18.

*Bellerby v. Rowland & Marwood's Company, Limited.* Appeal from Kekewich J. *Cur. adv. vult.*  
*In re Tiemann's Patent.* Appeal from Cozens-Hardy J. Struck out, no one appearing.  
*Tebb v. Cave.* Appeal from Buckley J. Struck out, no one appearing.  
*Holly v. Rumsey. Green v. Rumsey.* Appeal from Kekewich J. Dismissed.  
*Picture Post Card Company v. Ross.* Appeal from Buckley J. Dismissed.  
*In re Brighton Hotels, Limited.* Appeal from Wright J. Dismissed.  
*Transvaal Exploring Land and Minerals Company, Limited v. Transvaal Lands Company, Limited.* Appeal from Kekewich J. Part heard.

SATURDAY, April 19.

*Transvaal Exploring Land and Minerals Company, Limited v. Transvaal Lands Company, Limited.* Appeal from Kekewich J. Dismissed.  
*Moffatt & Paige, Limited v. George Gill & Sons, Limited.* Appeal from Kekewich J. Part heard.

MONDAY, April 21.

*Moffatt & Paige, Limited v. George Gill & Sons, Limited.* Appeal from Kekewich J. Part heard.

TUESDAY, April 22.

*Moffatt & Paige, Limited v. George Gill & Sons, Limited, and Marshall*  
Appeal from Kekewich J. Part heard.

WEDNESDAY, April 23.

*In re London and Northern Bank, Limited.* Appeal from Byrne J.  
Dismissed.

*In re Kingdon & Wilson, Solicitors.* Appeal from Byrne J. Part  
heard.

## ERRATA.

*In re SCHNADHORST. SANDKUEHL v. SCHNADHORST, supra, p. 76.*

The counsel for the defendant, a son of the testator, who had  
attained twenty-one, should have been stated to be *Micklem, K.C.*,  
and *W. H. Cosens-Hardy*.

*KNIVETON v. NORTHERN EMPLOYERS' MUTUAL INDEMNITY COMPANY,*  
*supra, p. 78.*

In this case the appeal was allowed, and not dismissed as there  
stated.

*During the sittings of the Courts THE WEEKLY NOTES will be published*  
*on Saturday, and will generally comprise Notes of Decisions up to and*  
*including those of the previous Thursday. All cases of permanent*  
*interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

April 22.

*LAW UNION AND CROWN INSURANCE COMPANY, APPS.; HILL*  
*AND ANOTHER, RESPDS.*

*Will—Construction—Limitations of real estates—Shifting clause*  
*—Successive life estates—Exception of eldest son entitled to other*  
*estates.*

*Levett, K.C.*, and *Vernon Smith, K.C. (E. S. Ford with them)*,  
for appellants.

*Haldane, K.C. (Hon. E. C. Macnaghten, K.C., and Hon. T. H.*  
*Watson with him)*, for respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten,  
Shand, Davey, Brampton, Robertson, and Lindley) affirmed the  
decision of the Court of Appeal, reported as *Shuttleworth v.*  
*Murray*, [1901] 1 Ch. 819, holding that the testator's great-  
nephew Richard Norton Atkinson was not upon the natural  
and true construction of the will "entitled" at the time in  
question to the possession or the receipt of the rents and  
profits of the Cockerham estate, since he had sold his interest  
in them and disposed of the proceeds, and that he was there-  
fore not within the exception clause of the will.

Solicitors: *Robins, Hay, Waters & Hay; R. B. Dods.*

J. M. M.

## Supreme Court of Judicature.

COURT OF APPEAL.

C. A. NEALE v. LADY GORDON LENNOX. April 8.

*Practice—Counsel's authority—Compromise of action—Agreement*  
*to refer—Authority exceeded by counsel—Limitation of counsel's*  
*authority unknown to other side—Interlocutory order—Absence*  
*of mistake.*

Appeal from an order of Lord Alverstone C.J. as after  
mentioned.

The plaintiff in an action of slander authorized her counsel  
to agree to a reference of the action, but only on condition that  
the defendant made a statement disclaiming all imputations  
upon the plaintiff's character. This limitation of the ostensible  
authority of the plaintiff's counsel was not communicated to  
the other side. Counsel subsequently agreed to a reference of  
the action without any statement disclaiming imputations by  
the defendant; and, when the case was called on for trial, an  
order of reference by consent was accordingly made. In assent-  
ing to the reference, the plaintiff's counsel acted under no mis-  
take or misapprehension as to the extent of the authority  
actually given to him. The plaintiff, who was present in court  
when the order was made, shortly afterwards, and before the  
order was drawn up, communicated with her counsel with a  
view to getting it set aside, and an application on her behalf  
was on a subsequent day made to the Lord Chief Justice,  
asking him to rescind the order. After hearing argument on  
the matter, he came to the conclusion that, the order being  
interlocutory, he could rescind it on the ground that the plain-  
tiff's counsel, in assenting thereto, had exceeded the authority  
actually given to him by the plaintiff, and accordingly he  
granted the application.

*Rufus Isaacs, K.C.*, and *Norman Craig*, for the defendant.

*Sir E. Clarke, K.C.*, and *R. J. Drake*, for the plaintiff.

THE COURT (Collins M.B., Romer L.J. and Mathew L.J.)  
held that in such a case the same principle applied to a com-  
promise of an action resulting in an interlocutory order as  
would apply to a compromise which resulted in a final order;  
and that, the limitation of counsel's ostensible authority having  
been unknown to the other side, the mere fact that the plain-  
tiff's counsel had, in agreeing to the reference, exceeded the  
authority actually given to him, did not, in the absence of mis-  
take or anything analogous thereto, afford any ground for  
setting aside the order of reference. They therefore allowed  
the appeal.

Solicitor for the plaintiff: *W. H. Jamieson.*

Solicitors for the defendant: *Lewis & Lewis.*

E. L.

C. A. In re OATHEART. April 21.

*Lunacy—Practice—Alleged lunatic—Inquiry into mental condition*  
*—Receiver—Documents—Production—Appeal—Judicature Act,*  
*1873 (36 & 37 Vict. c. 66), s. 18, sub-s. 5.*

In this case an inquiry was pending as to the alleged lunacy  
of Mrs. Oathcart. The official solicitor had in the meantime

been appointed receiver of her estate, and in that capacity he had in his possession a large mass of documents belonging to her. Upon an application made on her behalf to Mathew L.J. sitting in Lunacy, for liberty to inspect and take copies of such of the documents as she might require for her defence on the inquiry, his Lordship made an order directing that the official solicitor should furnish within seven days copies of such documents only as he intended to use against her.

Mrs. Cathcart now appealed.

*T. Terrell, K.C.*, and *Clavell Salter*, for Mrs. Cathcart, contended that Mathew L.J.'s order was too limited, and that she was entitled to have immediate access to the whole of the documents, and judge for herself what documents would assist her case. An appeal from a Lord Justice sitting in Lunacy would lie to the Court of Appeal: Judicature Act, 1873, s. 18, sub-s. 5; *In re Cathcart*, [1898] 1 Ch. 466.

*Lush, K.C.*, for the official solicitor.

THE COURT (Collins M.B., Stirling and Cozens-Hardy L.J.J.) held that the appellant had a right to appeal to this Court. The proper course would be for the Master in Lunacy, who had charge of the inquiry, to look through the documents himself and ascertain what were relevant to the inquiry; but the parties were not at liberty to go before the master for the purpose.

Solicitors: *Foster Grave*; *The Official Solicitor*.

G. I. F. C.

## High Court of Justice.

### CHANCERY DIVISION.

Farwell J.

*In re DAVIS.*

April 17.

DAVIS v. DAVIS.

*Breach of trust—Trust moneys employed in trade—Rate of interest.*

This was an action by the beneficiaries against the trustees of a settlement, alleging several breaches of trust by the defendants, and claiming an account on the footing of wilful default. One of the matters complained of was the following. In March, 1899, the defendants received a sum of 6400*l.*, the proceeds of sale of part of the trust estate. At this date the bank rate on deposits was 1½ per cent., and no trust investment to pay more than 3 per cent. was available. The defendants thereupon, in good faith and as a temporary investment, lent the 6400*l.* at 3½ per cent. interest to a firm in which one of the defendants was a partner. The firm was solvent, and was paying the same rate of interest to their bankers on an overdraft which was fully secured. About April, 1900, the defendants withdrew the 6400*l.* from the firm and invested it in proper securities. The question was, what rate of interest was to be charged against the defendants for the period during which the 6400*l.* was invested with the firm.

*Bramwell Davis, K.C.*, and *Dunham*, for the plaintiffs, contended that they were entitled to interest at 5 per cent.: *Vyse v. Foster*, (1872) L. R. 8 Ch. 309, 329.

*Uppohn, K.C.*, and *Le Riche*, for the defendants, argued contra that, having regard to the diminished rate of interest obtainable for trust investments, the rate should be reduced from 5 to 4 per cent., and that the current of recent authorities tended in that direction: *Lewin on Trusts*, 10th ed. p. 383.

FARWELL J. said that he was bound by the rule, as stated by James L.J. in *Vyse v. Foster* (*supra*), that if a trustee employs trust moneys in business he must account for the profit made by such employment, or, at the option of the *cestui que trust*, he must account for trade interest, *i.e.*, 5 per cent. That rule had not been altered by any direct authority. Although the defendants had acted honestly and with a view to benefit the trust estate, they had acted improperly in lending the money to their firm, and they must be charged with 5 per cent. interest—that was to say, they must pay 1½ per cent., being the difference between 3½ and 5 per cent. interest; but under the circumstances he should not order them to pay any costs.

Solicitors: *Gedge, Kirby & Millett*; *Joseph & Hyam*.

H. L. F.

Joyce J.

ANDERSON v. BERKLEY.

April 19.

*Will—Construction—Misdescription—Named legatee described as wife of third party—Reputed wife.*

A testator, who died in 1898, by his will, dated in 1892, bequeathed the sum of 5000*l.* upon trust to invest the same and to pay the income to arise therefrom "to my said son Francis during his life, and from and after his death to pay such income to his wife Letitia during her life if she shall survive him, and after the death of the survivor of my said son Francis and Letitia his wife" upon trust for the children of Francis as therein mentioned, and the will contained a gift over on the failure of this bequest.

Prior to the date of the will the testator's son Francis had migrated to New Zealand, and in 1888 he wrote from Dunedin to some members of his family, including his father, stating that he had married Letitia C. At that time Letitia was living with Francis as his wife, and continued so to live until his death in 1899. They were not, in fact, lawfully married, but they were reputed to be married. The testator never saw or had any direct communication with Letitia.

This action was brought by a mortgagee of Letitia's interest under the will to enforce his security, and for this purpose it was necessary to determine the validity of the bequest to her.

*Hughes, K.C.*, and *A. H. Jessel*, for the plaintiff.

*W. F. Hamilton, K.C.*, for the person entitled under the gift over.

*Whinney*, for the trustees of the will.

Joyce J. said that if he was entitled to conjecture what induced the testator to confer a benefit on this lady, it was probably his belief that she was the wife of the son; but the bequest was not to a person described as his son's wife *simpliciter*, but to a named legatee with an additional description which was not satisfied. There was no question here of any fraud practised on the testator by the legatee. The question was whether upon the true construction of the will the gift was in effect conditional upon Letitia being the lawful wife of the testator's son. It was a rule that where the description was made up of more than one part, and one part

was true but the other false, then if the part which was true described the subject or object of the gift with sufficient certainty the untrue part would be rejected and would not vitiate the gift. Jarman on Wills, p. 742, approved by Lord Lindley in *Cowen v. Truesfitt, Limited*, [1899] 2 Ch. 309, 311; and see per Lord Cottenham in *Rishton v. Cobb*, (1839) 5 My. & Cr. 145, 151. He therefore held that the gift did not fail. This was in accordance with *Turner v. Brittain*, (1863) 8 N. R. 21.

Solicitors: *McDiarmid & Hill*, for *Manley, Hull*; *Markby, Stewart & Co.*  
H. B. H.

Joyce J. *In re SPIRAL GLOBE, LIMITED.* April 19.  
*WATSON & Co. v. SPIRAL GLOBE, LIMITED.*

*Company—Debentures—Registration—Creation of Charge—Resolution to issue series of debentures—Sealing—Issue—Companies Act, 1900 (63 & 64 Vict. c. 48), s. 14.*

In August, 1900, the defendant company resolved at a meeting of its directors to issue at par twenty debentures of 100l. each, bearing interest at 6 per cent. and redeemable at twelve months from date of issue. On the 31st of August, 1900, the twenty debentures were sealed with the company's seal. By the debentures the company charged with the payment of principal and interest thereon its undertaking and all its property, including its uncalled capital. On the 24th of September, 1900, the company issued ten of the debentures to the plaintiffs, its bankers, in consideration of an advance, the remaining ten being retained by the company's solicitors. On the 5th of January, 1901, the remaining ten debentures were deposited with the plaintiffs as security for an overdraft. On the 18th of April, 1901, the company passed resolutions for a voluntary winding-up.

This was a debenture-holder's action in which the question was raised whether the debentures issued on the 5th of January, 1901, required registration under sect. 14 of the Companies Act, 1900, which came into operation on the 1st of January, 1901.

*Mark Roper*, for the plaintiffs, contended that the charge effected by the debentures was created before the commencement of the Act, and that, therefore, registration was not necessary.

*Simmons*, for the liquidator, contended that no charge was created by the debentures until they were actually issued, and that the debentures issued on the 5th of January, 1901, required registration under the Act.

Joyce J. held on the construction of the Act that no registration was necessary.

Solicitor: *John J. Hands.*

G. A. S.

Joyce J.

*In re GREENWOOD.*  
*GOODHEART v. WOODHEAD.*

April 19.

*Will—Devise of real estate—Condition that devisee should take and use testator's name—Preceding life estate—Lunacy and death of devisee during life of tenant for life—Non-performance of condition—Condition precedent or subsequent—Remainder in fee—Vesting.*

The testator by his will dated in 1853 devised his real estate to his daughter for life, and after her death for her children. And if she should have no child the testator devised his real estate to W. A. Newsome on condition that he take and use the name of Greenwood only. The testator died in 1853. His daughter was now the wife of J. W. Woodhead. She was in her fifty-ninth year, and had no issue. W. A. Newsome died intestate in 1855 without having taken the name of Greenwood. For eighteen months previous to his death he had suffered from insanity, and for six months previous to his death had been detained in an asylum. This was a summons in an action by the administrator with the will annexed of Colonel Newsome, his heir-at-law, for the purpose of ascertaining the value of the interest, if any, which Colonel Newsome took in the real estate devised by the will of the testator.

*Badcock, K.C.*, and *E. S. Ford*, for the plaintiff, contended that the condition was subsequent; that the remainder in fee to W. A. Newsome was vested in him, subject to the possibility of its being divested by the birth of issue to Mrs. Woodhead, and to the consequences of the condition not being performed; and that, by the lunacy and death of W. A. Newsome during the life of Mrs. Woodhead, the performance of the condition had become impossible by the act of God, so that the remainder in fee to W. A. Newsome could not fail or be divested.

*Hughes, K.C.*, and *Clayton*, for Mrs. Woodhead, who was the testator's heiress-at-law, contended that the condition was a condition precedent; that, inasmuch as it had not been performed, the remainder in fee to W. A. Newsome could never become vested; and that she would be entitled to the reversion in fee upon her own life estate in default of the birth of issue to her.

*O. Leigh Clare*, for the trustees of the will.

Joyce J. held that the plaintiff could not succeed unless he could shew each of two things, viz. (1) that the condition was a condition subsequent, and (2) that the performance of it became impossible by the act of God. Whatever might be the true view as to the former, assuming that the devisee had not been afflicted by lunacy before his death, the plaintiff could not shew the latter; and the fact of the lunacy having supervened made no difference in this respect. The action failed, and must be dismissed.

Solicitors: *Robins, Hay, Waters & Hay; Jaques & Co.*, for *Watts & Son, Dewsbury.*  
G. A. S.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*Hallé v. Midgley.* Application for new trial. Allowed.  
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**SATURDAY, April 26.**

*Gabb & Gosney v. Lovibond and Another.* Application for judgment or new trial. Allowed.  
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*Bleick and Another v. Jerram and Others.* Application for new trial. Allowed.  
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*Battie v. Norwich Electric Tramway Company.* Application for judgment or new trial. Dismissed.  
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*Purvis v. Newcastle-upon-Tyne Co-operative Society, Limited.* Application for judgment or new trial. Dismissed.  
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THURSDAY, May 1.

*Dukes v. Strong & Co.* Application for judgment or new trial. Dismissed.  
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## COURT II.

THURSDAY, April 24.

*In re Kingdon & Wilson, Solicitors.* Appeal from Byrne J. *Cur. adv. vult.*  
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*In re Debtors. Ex parte the Debtors. No. 288 of 1902.* Appeal from Mr. Registrar Giffard. Referred back to Registrar.  
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*In re C. Burford & Co. Ex parte the Trustee.* Appeal from Wright and Phillimore J.J. Dismissed.  
*In re Orlinton's Oil Company.* Appeal from Wright J. Part heard.

MONDAY, April 28.

*In re Orlinton's Oil Company.* Appeal from Wright J. Dismissed.  
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TUESDAY, April 29.

*In re H. Holland, junr. Gregg v. Holland.* Appeal from Farwell J. Allowed.  
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WEDNESDAY, April 30.

*In re T. C. Johnson & Co., Limited.* Appeal from Kekewich J. Order varied.  
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*In re Maddock. Llewelyn v. Washington.* Appeal from Kekewich J. *Cur. adv. vult.*  
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During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

April 29.

WRIGLEY, APP.; WHITTAKER & SONS, RESPAS.

*Employer and workman—Compensation—Employment on or in or about a factory—Workmen's Compensation Act, 1897 (c. 87), s. 7.*

In *Francis v. Turner Brothers*, [1900] 1 Q. B. 478, the Court of Appeal held that the enactment "This Act shall apply only to employment by the undertakers . . . on or in or about a . . . factory" in sect. 7, sub-sect. 1, of the Workmen's Compensation Act, 1897, means employment on, in or about their own factory; and that a workman who was sent by his employers on their business to a factory in respect of which they were not the occupiers, and therefore not the undertakers within the meaning of the Act, was not entitled to compensation from them for an injury which he there received. In the present case compensation was claimed against Whittaker & Sons, engineers, who employed the workman, and also against the owners of the cotton-spinning factory where the accident happened. The Court of Appeal held (without argument) that the employers were not liable, and the present appeal was brought against that part of their decision, [1901] 1 K. B. 780. They also held that the owners of the cotton-spinning factory were not liable. Against this part of their decision there was no appeal.

*Asquith, K.C.*, and *John Montefiore (A. Clement Edwards with them)*, for appellant.

*Cripps, K.C.*, and *F. H. Mellor*, for respondents, were not heard.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Davey, Brampton, Robertson, and Lindley) approved the proposition laid down in *Francis v. Turner Brothers*, and affirmed the decision of the Court of Appeal on that point.

Solicitors: *Mills, Lockyer & Mills*; *B. B. Wheatly, Son & Daniel*, for *Cobbett, Wheeler & Cobbett*, Manchester.

J. M. M.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A.

April 29.

*In re LONDON AND NORTHERN BANK, LIMITED.*  
 HADDOCK'S CASE.

*Company—Winding-up—Private examination—Attendance of solicitor—Refusal of solicitor to give undertaking not to disclose—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 115.*

Appeal from a decision of Byrne J., noted *ante*, p. 55.  
 The bank before going into voluntary liquidation commenced an action against Sir George Newnes, Limited, claiming 90,000<sup>l</sup>

damages for libel contained in a paragraph stating in effect that the bank was in liquidation. Shortly afterwards the bank passed resolutions for a voluntary winding-up. The liquidator in the voluntary winding-up obtained an order for the private examination under sect. 115 of the Companies Act, 1862, of several persons, amongst them being Mr. Haddock, for some time secretary of the bank, and Mr. Hoyle, solicitor to Sir George Newnes, Limited. At the examination of Mr. Haddock counsel on behalf of the liquidator applied that Mr. Hoyle, the solicitor for the witness, should not be present, on the ground that he was also summoned as a witness in the matter, and Mr. Hoyle accordingly withdrew. Counsel for the liquidator then asked that Mr. Hoyle's managing clerk, an admitted solicitor, should also withdraw. Counsel for the witness objected, when the registrar stated that he would only allow Mr. Hoyle's managing clerk to attend on condition that he treated the matter as entirely private, and only used the information obtained from questions put to the witness for the purposes of re-examination, not communicating any part of the information thus obtained to any other person whatever except his counsel, and he required an undertaking in these terms to be given. Counsel for Mr. Haddock objected to any such limitation being imposed, and as the registrar declined to allow him to be present without such an undertaking, and the witness was advised to refuse to answer any questions in the absence of his solicitor, the matter was adjourned to the judge. Byrne J. affirmed the ruling of the registrar. Mr. Haddock appealed.

*Montague Lush, K.C., and Muir Mackenzie, for the appellant.*

*Tindal Atkinson, K.C., and Stewart-Smith, K.C., for the respondent, the liquidator.*

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.JJ.) dismissed the appeal.

COLLINS M.R. said that the right of this witness to be protected by the presence of a solicitor on this inquiry had absolutely no relation to the rights of Sir George Newnes, Limited, in this litigation, and if the same solicitor represented both parties the witness must dispense with that solicitor. The examination provided by sect. 115 of the Companies Act, 1862, was a private examination under the sanction of the Court, and it was most undesirable that the opposing party, or his advisers, should be present at an examination the essential object of which was to inform the liquidator what proceedings should be taken in the liquidation. It was not as though the seal of privacy was incapable of removal, because by the Companies Winding-up Rules of November, 1895, machinery was provided for enabling the Court in a proper case to allow disclosure of the information obtained upon an examination under this section. But the examination had not yet been held, and the real point was whether Sir George Newnes, Limited, had any right to complain that the registrar had exacted from the solicitor an undertaking to safeguard the privacy of his examination as a condition of allowing him to attend. If upon an inquiry under this section a solicitor who attended to protect a witness was *ipso facto* allowed to disclose to any one the information so obtained, the very object of the examination might be defeated.

Solicitors: *G. H. Hoyle; Helder, Roberts, Walton & Thomas, for Simpson & Simpson, Leeds.*

H. B. H.

C. A.

April 28.

*In re CRIGHTON'S OIL COMPANY, LIMITED.*

*Company—Winding-up—Surplus assets—Preference shares—Unappropriated profits—Dividend not declared before winding-up—Loss of capital—Rights of preference and ordinary shareholders inter se.*

Appeal from the decision of Wright J., [1901] W. N. 119; [1901] 2 Ch. 184.

The above company was in voluntary liquidation, and the question was whether a sum of 1675*l.*, the excess of income over expenditure in the last year of the company's trading, ought to be applied in payment of dividend to the preference shareholders, or in returning *pro tanto* to all the shareholders (preference and ordinary) rateably the amounts paid up on their respective shares. The shares were all 10*l.* shares, and all had been paid up in full. The preference shareholders were entitled to a cumulative preference dividend. During the three years previous to the last the trading had been carried on at a loss, so that there was a loss of capital to the amount of 4946*l.* No dividend had been paid in those years, and in the last year the directors had not declared any dividend, and had not made any appropriation of the 1675*l.* Under the articles of association the directors had power to set aside out of the profits such sums as they might think proper as a reserve fund. The debts of the company had been all satisfied, and 7*l.* per share had been returned to all the shareholders. The preference shareholders claimed that the 1675*l.* should be applied in payment of dividend to them for the last four years of the company's existence.

Wright J. held that, though in the last year the directors might out of the 1675*l.* have declared dividends on the preference shares, notwithstanding the losses in the three previous years, yet, as they had not done so, that sum had not been made available for dividend, and the claim of the preference shareholders, therefore, failed.

The preference shareholders appealed.

*Dunham, for the appellants.*

*Cassel, for the ordinary shareholders; and*

*Kirby, for the liquidator, were not called upon.*

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.JJ.) dismissed the appeal, holding that upon the construction of the memorandum and articles of association Wright J. had come to a right conclusion. Their Lordships said that *In re Bridgewater Navigation Company*, [1891] 1 Ch. 155 [on appeal, [1891] 2 Ch. 317], was distinguishable. The provisions of the articles in that case were very different from those of the articles in the present case, and, moreover, in that case the paid-up capital had all been repaid to the shareholders. And, if *Bishop v. Smyrna and Cassaba Railway Company*, [1895] 2 Ch. 265, was not, as Byrne J. thought, distinguishable from *In re Odessa Waterworks Company*, [1901] 2 Ch. 190, n., their Lordships preferred the decision of Byrne J. in the latter case to that of Kekewich J. in the former.

Solicitors: *George Reader & Co., for Hoyle, Shipley & Hoyle, Newcastle-on-Tyne; Ashurst, Morris & Co., for Stanton, Atkinson & Hudson, Newcastle-on-Tyne.*

W. L. C.

# High Court of Justice.

## CHANCERY DIVISION.

Kekewich J.

April 21.

RIVER RODEN COMPANY, LIMITED v. URBAN DISTRICT COUNCIL  
OF BARKING TOWN.

*Compulsory powers—Taking lands—Sufficiency of valuation of surveyor—Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), s. 85—Railway Companies Act, 1867 (30 & 31 Vict. c. 127), s. 86.*

The plaintiffs in this case claimed (*inter alia*) an injunction to restrain the defendants from entering on an island belonging to the plaintiffs until there had been such a valuation as was required by sect. 85 of the Lands Clauses Consolidation Act, 1845, as amended by sect. 33 of the Railway Companies Act, 1867. The plaintiffs were the owners of wharves in the vicinity of the island, which was of value to them because it protected the access to their wharves. The defendants were proceeding to construct a light railway from the island to the mainland, having a drawbridge for the passage of barges and other vessels, and it was alleged that the obstruction thus caused would greatly damage the property of the plaintiffs, which was very valuable. The surveyor appointed by the Board of Trade had duly made his valuation, and thereby estimated the sum of 19l. as the amount of all damage and injury to be sustained by the plaintiffs by reason of the exercise by the defendants of their compulsory powers. It was contended that this amount was ridiculously small, and that the valuation was insufficient. It was not alleged that the valuation was dishonestly or improperly made.

*P. O. Lawrence, K.C., and Abraham*, for the plaintiffs, moved for an injunction, and relied on *Cotter v. Metropolitan Railway Company*, (1864) 12 W. R. 1021, as an authority in their favour.

*Warrington, K.C., and Harman*, for the defendants, were not called upon.

KEKEWICH J. said that the application was entirely without foundation. The function of the surveyor appointed by the Board of Trade under what were known as the "speedy possession" clauses of these Acts was to make an *ex parte* estimate to the best of his ability. It was necessarily a rough estimate. He might make a great mistake, but unless he acted dishonestly or in breach of duty the Court could not interfere. In the case cited the surveyor assumed that the house which he had to value was of the same class as the other houses in the same road; but if he had looked at it, as he ought to have done, he must have found that it was more valuable than the others. He therefore failed in that which was his obvious duty. The motion must be refused with costs to be the defendants' in any event.

Solicitors: *Wilson & Son; Fisher & Stephens.*

C. C. M. D.

Wright J.

*In re* JUKES.

April 21.

*Ex parte* OFFICIAL RECEIVER.

*Bankruptcy—Act of bankruptcy—Assignment of property for past debt—Protected transaction—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 4, 49.*

The debtor was a cab proprietor, and in July, 1901, he owed one Whitfield some 150l. for horses and cabs that he had purchased of Whitfield, and for some money lent him by Whitfield. On the 5th of August Whitfield pressed the debtor for payment, and it was then verbally agreed between them that Whitfield should take over and remove all the debtor's stock-in-trade, consisting of horses, cabs, and harness, and should sell the same by public auction at a repository, and should out of the proceeds pay all the expenses of the sale and his said debt of 150l., and hand over the balance, if any, to the debtor. Whitfield accordingly removed the stock on the 9th of August, and sold it as arranged on the 14th of September for 170l. The expenses of the sale and keep of the horses for a month amounted to 46l., which left only 124l. for Whitfield, so that nothing remained for the debtor. On the 10th of October a receiving order was made against the debtor, and adjudication followed. His liabilities were 300l. and he had no assets. On the 5th of August Whitfield knew that other creditors were pressing the debtor. The official receiver, as trustee, claimed that the transaction between the debtor and Whitfield was an act of bankruptcy.

*Carrington*, for the trustee.

*G. A. Scott*, for Whitfield, contended that the transaction was protected by sect. 49 of the Bankruptcy Act, 1883, and relied on *Shears v. Goddard*, [1896] 1 Q. B. 406.

WRIGHT J. held that *Shears v. Goddard* did not apply. In his Lordship's opinion, a person who took over the whole of a debtor's property in payment of a past debt, and with notice that there are other creditors, could not be said to be acting in good faith. The transaction was an act of bankruptcy, and did not fall within the protection of sect. 49 of the Act.

Solicitors: *Howard & Son; A. White & Co.* H. L. F.

Farwell J.

RIMMER v. WEBSTER.

April 15, 23.

*Trustee—Fraud of agent—Conflicting equities—Negligence—Indicia of title—Enabling third person to commit fraud—Receipt—Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 55.*

The plaintiff in this action was the sole trustee of a will, and held as part of his trust estate a mortgage bond for 2000l., issued by the Tyne Improvement Commissioners under powers created by private Acts of Parliament, which made registration necessary for the validity of transfers. In September, 1900, the plaintiff instructed the defendant Hall, a stockbroker at Darlington, to sell this bond and sent it to him. Hall wrote that he had arranged to sell the bond in two portions of 1500l. and 500l., and sent to the plaintiff two draft transfer deeds, by which the security was transferred to Hall in consideration of 1500l. and 500l. respectively paid to the plaintiff by Hall.

The transfers were in a statutory form contained in the schedule to the Commissioners' Clauses Consolidation Act. These transfers to Hall were duly registered. Hall ex-



cuted a mortgage of the security to Webster for 1000*l.*, representing himself to be the absolute owner. This mortgage was not registered. Hall applied the money to his own use and absconded. This action was brought by the plaintiff against Hall and Webster, asking to have the bond retransferred to him free from the mortgage to Webster, or in the alternative for redemption. Hall had been made bankrupt, and his trustee disclaimed all interest.

*Upjohn, K.C., and Hart, for the plaintiff.*

*Jenkins, K.C., and W. Baker, for the defendant Webster.*

*Cur. adv. vult.*

April 24. FARWELL J. said that in case of a conflict between equities, it is not possible to lay down a general rule that the person who enables another to commit a fraud must suffer for it. A person may put all the *indicia* of title into the hands of a trustee, as in *Carritt v. Real and Personal Advance Company*, (1889) 42 Ch. D. 263. But if he hands over the *indicia* of title to another in order to enable him to deal with the property, the principles of agency apply, and no limit which he may impose on his agent's dealing will bind an innocent purchaser or mortgagee from such agent: *Perry Herrick v. Attwood*, (1857) 2 De G. & J. 21, unless notice of the limit has been given to him. Again, if an owner clothe another person with the apparent right of disposing of property, not only by transferring it, but by acknowledging that the transferee has paid full consideration for it, he is estopped from asserting his equitable title against a person to whom the transferee has disposed of it. A statement in a statutory mortgage that consideration money has been paid is a receipt for such consideration money within the meaning of sect. 55 of the Conveyancing Act, 1881. Judgment must be given for redemption.

Solicitors: *H. W. Henniker Rance; Williamson, Hill & Co.*

J. R. B.

Swinfen Eady J.

*In re McMURDO.*

April 26, 29.

PENFIELD *v.* McMURDO.

*Practice—Administration—Insolvent estate—Secured creditor—Withdrawal of proof—Certificate—Application to restore proof—Rules of Bankruptcy—Judicature Act, 1875 (38 & 39 Vict. c. 77), s. 10.*

The testator in this action died in 1889 insolvent, and on the 25th of July, 1899, an order was made for the administration of his estate. The applicant, the liquidator of the New Oriental Bank Corporation, Limited, in answer to advertisements, brought in a claim for 47,000*l.* For this he held as security certain shares and debentures of the Delagoa Bay and East African Railway Company. The railway had been seized by the Portuguese Government, and an arbitration tribunal was appointed on the 13th of June, 1891. On the 11th of May, 1891, the liquidator was served with a notice to prove his claim on the 29th of May. The time was several times extended, and on the 20th of October, 1892, the liquidator's solicitors wrote to the plaintiff's solicitor a letter stating that the liquidator had decided not to prove, preferring to rely upon the securities. On the 2nd of December, 1892, the liquidator

attended in chambers and withdrew the claim. On the 29th of November, 1893, the chief clerk made a certificate as to debts in which he disallowed the claim of the bank. Notice of the filing of the certificate was given to the liquidator. The award in the Delagoa Bay arbitration was not made until 1900. In July of that year the liquidator received 1448*l.* in respect of his security, and there was evidence that nothing more would be paid.

A summons was taken out on the 20th of January, 1902, by the liquidator, asking that, notwithstanding the time for applying to vary the certificate and the time limited for making claims had expired, the certificate might be varied in so far as it disallowed the claim of the liquidator; and that he might be at liberty to make and establish his claim against the testator's estate. The estate had not been distributed, but the action had been partly heard on further consideration in chambers. The summons was dismissed in chambers, and the liquidator now moved to discharge that order.

It was contended for the applicant that by virtue of sect. 10 of the Judicature Act, 1875, the rules of bankruptcy applied notwithstanding the certificate, and that in bankruptcy a creditor had the right to come in and prove or alter his proof at any time so long as any assets remained undistributed, and he did not disturb dividends actually made. It was also contended that according to the old Chancery practice a creditor had a right to come in under a judgment so long as any part of the estate remained undistributed, unless special circumstances were shewn why he should not.

*Muir Mackenzie and R. J. Parker, for the motion.*

*Jenkins, K.C., and Whinney, for beneficiaries.*

*Upjohn, K.C. and Eastwick, for a creditor having the conduct of the proceedings.*

*Cur. adv. vult.*

April 29. SWINFEN EADY J. said that sect. 10 of the Judicature Act engrafted certain rules in bankruptcy upon Chancery practice in the case of insolvent estates, but it had not superseded the Chancery practice and substituted that of bankruptcy. The practice as to failure to prove a debt within the time fixed by advertisement, or notice, is governed by the Rules of the Supreme Court, Order LV., rr. 44, 56, and as to creditors being bound by the certificate by rules 70 and 71 of the same order. He was of opinion that those rules apply to insolvent as well as to solvent estates, and the decision in *In re Hopkins. Williams v. Hopkins*, (1881) 18 Ch. D. 370, supports that view. It is not, and never has been, the rule in Chancery that a creditor can always come in in an administration action so long as the estate is not distributed. A creditor always had to show special circumstances in order to be let in after the certificate. In this case no special circumstances were proved, and the motion must be refused with costs.

Solicitors: *Hollams, Sons, Coward & Hawksley; Hurford & Taylor; Harston & Bennet.*

J. R. B.

## KING'S BENCH DIVISION.

K. B. D.

April 23.

PEARKS, GUNSTON & TEE, LIMITED *v.* WARD.HENNEN *v.* SOUTHERN COUNTIES DAIRIES COMPANY, LIMITED.

*Adulteration—Sale of Food and Drugs Act, 1875 (38 & 39 Vict. c. 68), s. 6—Prejudice of purchaser—Know ledge—Body corporate—Liability to penalties—Interpretation Act, 1889 (52 & 53 Vict. c. 68), s. 2, sub-s. 1.*

Cases stated by justices.

The appellants in the first case were a limited company registered under the Companies Acts and carrying on business as grocers. The respondent, who was an agent of the Butter Association, caused one Annie White to purchase on his behalf at a shop of the appellants half a pound of 1s. fresh butter for the purpose of analysis. The butter when analyzed was found to contain 24.7 per cent. of water. There is no fixed standard as to the amount of water to be found in butter, but it is generally understood that 16 per cent. should be the extreme limit. The excess of water was due to the butter having been blended with milk. The respondent preferred an information against the appellants under sect. 6 of the Sale of Food and Drugs Act, charging them with having sold to the prejudice of the purchaser butter which was not of the nature, substance, and quality of the article demanded.

At the hearing it was admitted by White that she understood Pearks' butter was moist, and that she could see it was moist, but that she asked for butter and expected to get butter. It was contended for the appellants that an incorporated company were not liable to the penalties imposed upon a "person" by sect. 6 of the Act; and that there had been no sale to the prejudice of the purchaser as the purchaser knew what she was buying, and knew that Pearks' butter contained more moisture than other butter and was different to other butter. The justices decided against the appellants on both points, and convicted and fined the appellants.

By sect. 2, sub-sect. 1, of the Interpretation Act, 1889, it is enacted that in the construction of every enactment relating to an offence punishable on indictment or on summary conviction, the expression "person" shall, unless the contrary intention appears, include a body corporate.

*Macmorran, K.C., and Joseph Ricardo, for the appellants.*

*Morton Smith, for the respondent.*

In the second case the respondents, a limited company, were charged with an offence under sect. 6 of the Sale of Food and Drugs Act, 1875. On an objection being taken that proceedings for the recovery of a penalty under sect. 6 could not be brought against a limited company, the justices dismissed the information.

*G. W. Ricketts, for the appellant.*

The respondents did not appear.

THE COURT (Lord Alverstone C.J., Darling and Channell JJ.) held, in the first case, that there had been a sale to the prejudice of the purchaser, the test being not whether a purchaser with special knowledge would be prejudiced, but whether an ordinary purchaser would be prejudiced. Further, that the mere statement by the woman that she knew the butter would

be moist did not shew such knowledge on her part of the extent of the extra moisture in the butter as to cause the sale not to be to her prejudice. The Court held in both cases that a limited company could be made liable under sect. 6. *Mau rez* was not an element of the offence under that section: see *Betts v. Armstead*, (1888) 20 Q. B. D. 771; and there was nothing in the section disclosing a contrary intention within the meaning of sect. 2, sub-sect. 1, of the Interpretation Act, 1889.

*Appeal in first case dismissed.*

*Appeal in second case allowed.*

Solicitor for appellants in first case: *H. Nelson, Paisley.*

Solicitors for respondent in first case: *W. T. Ricketts & Son.*

Solicitors for appellant in second case: *Prior, Church & Adams, for Linthorne, Town Clerk, Southampton. F. O. R.*

## CROWN CASES RESERVED.

C. C. R. THE KING *v.* HADWEN AND INGHAM. April 26.

*Criminal law—Evidence—Prisoners jointly indicted—Right of one prisoner to cross-examine the other—Criminal Evidence Act, 1898 (61 & 62 Vict. c. 36), s. 1 (f).*

Case stated by Ridley J.

The prisoners, who had carried on business in partnership as silk-spinners, were jointly indicted, the indictment charging them with offences under the Debtors Act, 1869 (32 & 33 Vict. c. 62), and with conspiring together to defraud a bank at which the firm's banking account was kept. Each prisoner was separately defended by counsel. Upon the close of the case for the Crown, each prisoner elected to give evidence upon oath, and each prisoner then gave evidence exculpating himself, and also gave evidence against the other prisoner who was charged with the same offences. Counsel on behalf of each prisoner then claimed the right to cross-examine the other prisoner upon the evidence given by him against his co-prisoner. The learned judge ruled that such cross-examination was not permissible. The prisoners were found guilty upon all the counts. The question reserved was whether, under the above circumstances, counsel for one prisoner was or was not entitled to cross-examine the other prisoner upon the evidence given by the latter.

*Tindal Atkinson, K.C., and W. J. Waugh, for Hadwen.*

*Scott Fox, K.C., and R. A. Shepherd, for Ingham.*

*Harold Thomas, for the Crown.*

THE COURT (Lord Alverstone C.J., Lawrance, Wright, Bruce, and Kennedy JJ.) held that counsel for each prisoner was entitled to cross-examine the other prisoner.

*Convictions quashed.*

Solicitors for Hadwen: *Van Sandau & Co., for Mills & Co. Huddersfield.*

Solicitors for Ingham: *Helliwell, Harby & Co., for Jubb, Bost & Helliwell, Halifax.*

Solicitor for the Crown: *Solicitor to the Treasury.*

F. O. R.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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SATURDAY, May 3.

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Moorby v. Mayor, & Co., of the City and County of Kingston-upon-Hull. Appeal from Lawrance J. Part heard.

TUESDAY, May 6.

Lennox v. Stoddart. Application for judgment or new trial. Dismissed.

Davis v. Stoddart. Application for judgment or new trial. Dismissed.

*Moorby v. Mayor, &c., of the City and County of Kingston-upon-Hull.* Appeal from Lawrance J. Settled.  
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## WEDNESDAY, May 7.

*In re an Arbitration between Tyrer & Co. and Hessler & Co.* Appeal from Kennedy and Phillimore JJ. Allowed.  
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## THURSDAY, May 8.

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*Crickitt v. Crickitt.* Two appeals from Jeune P. Dismissed.  
*Kaye v. Kaye.* Appeal from Gorell Barnes J. Dismissed.  
*Blood v. Blood.* Appeal from Gorell Barnes J. Part heard.

## WEDNESDAY, May 7.

*In re Kingdon & Wilson, Solicitors.* Appeal from Byrne J. Allowed.  
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*Blood v. Blood.* Appeal from Gorell Barnes J. Dismissed.  
*Gree v. Ord.* Appeal from Farwell J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

May 1.

THE QUEEN (AT THE PROSECUTION OF THE COUNTY COUNCIL OF KILDARE), APP.; BARTON AND THE GREAT SOUTHERN AND WESTERN RAILWAY COMPANY OF IRELAND, RESPDS.

*Practices—Appeal—Jurisdiction—Appeal to House of Lords from order of Court of Appeal in Ireland—Certiorari—Appellate Jurisdiction Act, 1876 (39 & 40 Vict. c. 59), ss. 3, 12—Supreme Court of Judicature (Ireland) Act, 1877 (40 & 41 Vict. c. 57), s. 86.*

The Queen's Bench Division, Ireland, having made an order for a writ of certiorari to remove and quash a revised valuation of the Great Southern and Western Railway Company, Ireland, made by Barton, respondent, the Court of Appeal in Ireland discharged the order: *The Queen (County Council of Kildare) v. Commissioner of Valuation and Great Southern and Western Railway Company*, [1901] 2 I. R. 215. The Kildare County Council having appealed, a preliminary objection was taken to the jurisdiction by

*Ronan, K.C.*, and *D. G. Chaytor* (both of the Irish Bar), for the railway company.

*J. H. Campbell, S.-G.*, and *Vesey FitzGerald* (both of the Irish Bar), for Barton, respondent.

*Balfour Browne, K.C.*, *J. B. Falconer, K.C.* (of the Irish Bar), and *Sylvain Mayer*, for appellant.

THE HOUSE (Earl of Halsbury L.C., and Lords Shand, Davey, Brampton, and Robertson) held that the case was governed by *Earl of Gosford v. Irish Land Commission*, [1899] A. C. 435, and that the appeal did not lie, since at the time of the passing of the Appellate Jurisdiction Act, 1876, no appeal lay to the House from an order of the Exchequer Chamber of Ireland upon the question of the issue of a writ of certiorari.

Solicitors: *Francis & Johnson*, for *W. G. White*, Dublin; *Young, Jackson, Beard & King*, for *Sir Patrick Coll, C.B.*, Chief Crown Solicitor, Dublin, and for *Barrington & Son*, Dublin.

J. M. M.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A.

*In re HOLLAND.*  
 GREGG v. HOLLAND.

April 29.

*Fraudulent conveyance—Protection of creditors—Post-nuptial settlement—Recital of ante-nuptial agreement—Wife's chose in action—Husband's interest determinable on bankruptcy—Statute of Frauds (29 Car. 2, c. 3), s. 4—13 Eliz. c. 5.*

Appeal from Farwell J., [1901] 2 Ch. 145; [1901] W. N. 72.

By a post-nuptial settlement dated the 8th of February, 1873,

reciting that previously to the marriage the husband agreed to make such settlement of his wife's fortune as was thereafter contained, the husband, being entitled in right of his wife, then an infant, to a reversionary interest in personalty belonging to her under a will, subject to the contingency of his predeceasing her without reducing it into possession, covenanted that on the fund falling into possession he and his wife would assign it to the trustees on the usual trusts for the wife, husband, and issue of the marriage, the husband's life interest being made determinable on bankruptcy. In 1877 the wife died, and in 1898 the husband became bankrupt. In 1899 the fund fell into possession, and the question then arose whether the fund was bound by the settlement or belonged to the official receiver. There was no evidence that at the date of the settlement the husband was insolvent.

Farwell J. held, following *In re Pearson*, (1876) 3 Ch. D. 807, that, as against the official receiver, the settlement was void *in toto* under 13 Eliz. c. 5.

The parties claiming under the settlement appealed.

*Herbert Reed, K.C.*, and *Aubrey St. John Clerke*, for the appellants.

*Ugjohn, K.C.*, and *Alfred Adams*, for the official receiver.

*W. H. Cozens-Hardy*, for the trustees of the will having possession of the fund.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy, L.JJ.), in considered judgments reversing the decision of Farwell J., held that the settlement must prevail against the official receiver, first, because even though the settlement were treated as a voluntary post-nuptial settlement as against the official receiver claiming under the statute of 13 Eliz., yet the circumstances of the husband at the date of the settlement, and the source from which the settled property came, and the lapse of time between the settlement and the bankruptcy, all went to negative the inference that the settlement was executed with the intent to delay creditors; and, secondly, because, assuming the settlement not to be fraudulent, the recital in it was sufficient evidence against any one claiming through the husband of such a parol ante-nuptial agreement as would prevent the post-nuptial settlement from being voluntary. The decision in *In re Pearson* could not now be supported.

Solicitors: *Van Sandau & Co.*; *Turry, Sherlock & King*;  
*H. Clifton Lambert*. G. I. F. C.

C. A. BATH v. BATH. April 29.  
*Agreement—Bankruptcy—Scheme of arrangement—Cessio bonorum—Construction.*

Appeal by the plaintiff, John Smith Bath, from the order of Kekewich J. holding that a fund obtained out of Court by him under an order made on the 29th of February, 1896, the Court being at the time unaware of the agreement of the 20th of April, 1893, referred to in the report below, must be repaid to the Creditors' Assets Company, Limited, as being entitled thereto under the agreement.

*Warrington, K.C.*, and *Muir Mackenzie*, for the plaintiff, Bath.

*Renshaw, K.C.*, and *Pollard*, for the Assets Company.

THE COURT (Collins M.R., Stirling, and Cozens-Hardy L.JJ.) held that the effect of the agreement and the order approving it, by which "all the property" of the plaintiff Bath, the debtor,

was vested in the company, was a complete *cessio bonorum* made for the purpose of providing the company with an adequate security for their reimbursement under the obligation they had undertaken of paying the whole of the creditors their debts in full: that the fund in question accordingly passed to the company absolutely under the agreement, there being nothing in it to narrow its effect. The appeal must, therefore, be dismissed with costs.

Solicitors: *Payne, Shaw-Mackenzie & Lake*; *Ranger, Burton & Frost*. G. I. F. C.

C. A. BLACKETT v. BLACKETT and FRAIL. April 30.  
*Practice—Divorce—Bankrupt petitioner—Claim for damages—Security for costs.*

Appeal from a decision of the President, *ante*, p. 70.

A. H. Blackett, an undischarged bankrupt, presented a petition for dissolution of marriage, and claimed damages from the co-respondent. The co-respondent applied for an order that the petitioner should give security for costs; and Sir F. Jeune P. held, reversing the decision of the registrar, that the fact that the petitioner was an undischarged bankrupt and claimed damages was not a sufficient ground for making him give security.

The co-respondent appealed.

*Inderwick, K.C.*, and *J. Harvey Murphy*, for the appellant.

*Bargrave Deane, K.C.*, and *Barnard*, for the petitioner.

THE COURT (Collins M.R., Stirling L.J. and Cozens-Hardy L.J.) dismissed the appeal. They held that there was no settled practice in the Probate and Divorce Division that a petitioner who was an undischarged bankrupt and who claimed damages must give security for costs unless he withdrew the claim for damages. The rule was said to rest upon *Smith v. Smith and Palk*, (1882) 7 P. D. 227; but that case was not a sufficient foundation for it, and the cases to which it would apply were rare. The decision was only that the practice at common law applied, and it never was the practice at common law to make a man give security merely on the ground of poverty. There were some exceptions, and it had been argued that, inasmuch as the damages, if recovered, would be dealt with by the Court, the petitioner was in the position of a man of straw employed to sue for somebody else; but that was met by the decision in *Rhodes v. Dawson*, (1886) 16 Q. B. D. 548.

Solicitors: *Woodcock, Ryland & Parker*, for *H. C. Clarke*, Shrewsbury.

*Collyer-Bristow, Hill, Curtis & Dods*.

H. C. R.

C. A. April 30; May 3, 5.  
*In re I. C. JOHNSON & Co., LIMITED.*

*Practice—Company—Debentures—Registration—Extension of time—Protection of creditors—Series of debentures ranking paripassu—Preservation of rights of debenture-holders inter se—Companies Act, 1900 (63 & 64 Vict. c. 48), ss. 14, 15.*

Appeal from orders made by Kekewich J. and Joyce J.

In 1899 the company passed resolutions to issue debentures. A covering deed was executed in 1900 conveying property to trustees by way of mortgage. By the conditions of the debentures the company charged all its property present and

future, including uncalled capital for the time being, as a floating charge; and the debentures were stated to be part of a series all of which were to rank *pari passu*. A large number of the debentures were issued before the 1st of January, 1901, when the Companies Act, 1900, came into operation. Since that date 327 more debentures of the same series had been issued. These debentures had not been registered under sect. 14 of the Act, and the company, which was in a prosperous condition, and the holders of the 327 debentures, whose names and holdings were given in a schedule to the notice of motion, applied for an extension of time for that purpose.

Kekewich J. made an order extending the time, but directed, following *In re Joplin Brewery Company, Limited*, [1902] 1 Ch. 79, that the order should contain the words, "but this order is to be without prejudice to the rights of parties acquired prior to the time when such debentures shall be actually registered." His Lordship refused to qualify these words by a statement that they were not to affect the priorities of the debenture-holders *inter se*.

Joyce J. subsequently, in the absence through illness of Kekewich J., further extended the time till the 18th of May, so as to give time to appeal; and made the order in the same form.

The company appealed.

*Haldane, K.C.*, and *Christopher James*, said that by the order as it stood the debenture-holders whose debentures had been issued before the commencement of the Act would acquire priority over the other debenture-holders, and that this was directly opposed to the contract that all should rank *pari passu*. They asked that the order might be varied by the insertion of some words to remedy this defect.

*Neville, K.C.*, and *J. G. Pease*, for the respondents.

THE COURT (Collins M.R., Stirling L.J. and Cozens-Hardy L.J.) held that the fact that some of the debentures had been issued before registration was necessary and some afterwards, and that there had been a slip which had necessitated an application to the Court, under sect. 15, ought not to make any difference to the contract between the debenture-holders *inter se*. It was not necessary to decide any question with reference to the protection of creditors, but the order must be varied.

[The terms of the variation were subsequently mentioned for the approval of the Court; and by the minutes of the order as finally settled it was provided (after extending the time till the 18th of May) as follows: "Provided always that this order is to be without prejudice to any rights (other than rights in respect of debentures of the said series) which may have been or may be acquired against the holders of the said debentures set forth in the schedule to this order prior to the time when the last-mentioned debentures shall be actually registered. And it is hereby declared that, except so far, if at all, as may be necessary for giving effect to the proviso aforesaid, such proviso shall not interfere with the rights of equality among themselves attached to all the debentures of the said series, but so that, in the event of the debentures set forth in the said schedule being avoided as against parties having any such rights as are preserved by the said proviso, none of the holders of the debentures of the said series other than the holders of the debentures set forth in the said schedule shall by reason of such avoidance be required to accept any less share of the

assets comprised in his security than he would have taken if there had been no such avoidance."]

Solicitors: *Stibbard, Gibson & Co.*, for *Gibson, Pybus & Pybus*, Newcastle-on-Tyne. H. C. R.

C. A. *In re ALDAM'S SETTLEMENT.* May 5.  
*Settled Land—Tenant for life—Power of leasing—Mining lease—Varying minimum rent—Way-leave—Settled Land Act, 1882 (45 & 46 Vict. c. 38), ss. 6, 7 sub-s. 2, 9 sub-s. 1 (i., ii.), 17 sub-s. 1, 53.*

Appeal from the decision of *Byrne J.*, [1901] W. N. 229.

The questions (which arose upon a summons to determine the validity of a lease of coal mines proposed to be granted by a tenant for life) were—(1) whether under the Settled Land Acts the tenant for life had power to grant a mining lease for a term of sixty years, reserving a minimum yearly rent, not commencing until the second year of the term, and increasing year by year until the fifth year; (2) whether the tenant for life could insert in the lease a proviso for the cesser of the minimum rent when all the coal demised by the lease, except such parts thereof, if any, as in accordance with the lease were not to be worked or paid for, should have been paid for at the acreage rent reserved by the lease; (3) whether the lease might contain a way-leave for foreign coal, to continue after such cesser at a nominal rent, or whether a substantial rent must be reserved for the way-leave.

*Byrne J.* held with reference to (1), that the fact that no minimum rent was reserved in the first year was fatal to the validity of the lease. In his opinion it would have been valid if the minimum rent for the first year had been fixed at a nominal amount. He saw no objection to the graduated scale provided that the maximum rent was made to begin in the fifth year, or on the death of the tenant for life, if he should die before that date. With respect to (2) and (3), *Byrne J.* said that under sect. 17, sub-sect. 1, he thought there was power to grant such a way-leave if a proper rent were reserved. If a separate and properly ascertained rent were reserved for the way-leave for the whole term during which it was to be enjoyed, there might be no objection. But, if the tenant for life were to live until all the coal was exhausted, the remaindermen would under the proposed lease be subject for the residue of the term to the burden of the way-leave, without getting anything but a nominal payment for what might have been granted for a very substantial rent. Therefore, his Lordship thought that the proposed lease could not be granted. He also thought he could not sanction it under the power conferred on the Court by sect. 10 of the Act.

The tenant for life appealed.

*Neville, K.C.*, and *J. Dixon*, for the appellant.

*L. S. Bristowe*, for the infant tenant for life in remainder and the trustees.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.J.J.) allowed the appeal.

COLLINS M.R. said that the affidavits shewed that it was usual in the district to charge no minimum rent in the first year of the tenancy, and also to charge a gradually increasing rent in the first few succeeding years, till a certain limit was reached, which was always below the value of the probable annual get of coal, and that this was reasonable, having regard to the great initial outlay and time required for the opening

out and development of a new mine. The affidavits also asserted that the rent reserved by the agreement was the best that could be got, and was beneficial to all the persons entitled. The Master of the Rolls could not agree with Byrne J. in his answer to (1). The Act contained no provision making a minimum rent obligatory in the first year. There need not be any minimum rent at all, though there was power to reserve one. And, while there need be no minimum rent, there might be an acreage rent according to the quantities gotten, which might, and probably would, be nothing in the first year. The term "fixed" in sect. 9, sub-sect. 1 (ii.), did not create an obligation to reserve a minimum rent in the first year, if one was reserved at all. "Fixed" was used only in contradistinction to an acreage rent fluctuating according to the amount gotten, and a rent would be "fixed" for any year in which a sum defined beforehand was reserved as rent. Byrne J. founded his view upon sect. 4 of the Settled Estates Act, 1877. But in that Act building and mining leases were dealt with together in one section, whereas in the Settled Land Act they are dealt with separately. And *Bruce v. Marquess of Ailesbury*, [1892] A. C. 356, 365, and *In re Gladstone*, [1900] 2 Ch. 101, 105, shewed that the Settled Estates Act had very little bearing on the construction of the Settled Land Act, which rested on a very different principle. It was clear on the evidence that this agreement was made honestly in the interest of all parties, and the possible difference to a second tenant for life, succeeding before the fifth year, must not be allowed to defeat an arrangement which was the best that could be made for the development of the estate.

As to questions (2) and (3), upon the evidence it would seem to be practically impossible to deal with the way-leave in any other way. The provisions in the proposed lease were those which had been found to be the most workable in practice, and were in general use in the district. Every special or unusual clause (such as those suggested by Byrne J.) would put a fetter on the development of the estate, and would involve a diminution in the rent which the lessee would be prepared to give for the coal. The consideration given by him, and the rights he obtained in return, were all part of one bargain, and the fact that the coal under the land of many different owners had to be worked as parts of one enterprise, as to which it was impossible to say beforehand how and in what direction it was to be most economically carried out, made it essential that the way-leave for foreign coal should be co-extensive with the term. Under the will which created the settlement in this case, two-thirds of the rent was to be set aside as capital money, instead of one-fourth as provided by sect. 11 of the Act, and the remaindermen would, therefore, suffer no injustice. *Prima facie*, when a substantial proportion was set aside when received for the benefit of the remaindermen, it was best for all parties that the highest obtainable price should be secured for the coal and the way-leave, even though in certain contingencies the rent should drop to a nominal figure before the end of the term. There was, in his Lordship's opinion, nothing in the Act to vitiate the provisions in question.

STIRLING L.J. and COZENS-HARDY L.J. read judgments to the same effect.

Solicitors: R. F. & C. L. Smith, for Ford & Warren, Leeds.

W. L. C.

C. A.

May 6.

BELLERBY v. ROWLAND & MARWOOD'S STEAMSHIP COMPANY, LIMITED.

*Limited company—Surrender of shares—Invalidity—Release of shareholder's liability—Rectification of register—Discretion of Court—Lapse of time—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 35.*

Appeal from the decision of Kekewich J., [1901] W. N. 111; [1901] 2 Ch. 265.

The action was brought to determine the validity of a surrender of shares made to the company in 1893. The capital of the company was 275,000*l.*, in 25,000 shares of 11*l.* each. The articles of association empowered the directors to accept from any member, on such terms as should be agreed, the surrender of his shares, or any part thereof. In 1893 the company had lost 4000*l.* by the sale of a new ship which had been built for them. To relieve the company from this loss the then directors (five in number), though they did not admit any liability for the loss, agreed that each of them would surrender to the company eighty-three shares, which were then paid up to the extent of 10*l.* per share. The board passed resolutions accepting the surrender and cancelling the certificates, and the five directors executed a deed-poll surrendering the shares, it being expressed that they did so to make good to the company the loss incurred on the sale of the ship. The intention was that the directors should be released from the liability of 1*l.* per share remaining unpaid. The names of the directors were removed from the register of members in respect of the surrendered shares, and those shares were not reissued. The company afterwards became very prosperous, and it was suggested at a meeting of the shareholders that the surrendered shares should be returned to the five directors or their representatives. This action was brought by the survivors of the five directors, and the representatives of two of them who were dead, claiming a declaration that the surrender was *ultra vires* and invalid, and to have the deed-poll set aside and the register rectified by entering thereon the names of the plaintiffs respectively in respect of the surrendered shares, with 10*l.* paid on each share.

Kekewich J. held that the transaction was really a purchase of the shares by the company in consideration of their discharging the directors from the liability of 1*l.* per share, and was therefore void on the authority of *Trevor v. Whitworth*, (1887) 12 App. Cas. 409. But he declined to accede to the claim for rectification. He said that under sect. 35 of the Companies Act, 1862, the Court had a discretion, and would only exercise the power of rectification if satisfied that the justice of the case required that it should do so. Seven years had elapsed since the surrender, and the plaintiffs had not satisfied him that there was any equity in their favour. He, therefore, dismissed the action. The plaintiffs appealed.

*Upjohn, K.C.*, and *Eustace Smith*, for the plaintiffs.

*Warrington, K.C.*, and *H. E. Wright*, for the company.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.J.J.) allowed the appeal.

COLLINS M.R. was of opinion that Kekewich J. was right in holding that the transaction of surrender was *ultra vires* and invalid. It was not a gratuitous surrender. There was an exchange of real consideration between the parties, and it ought



therefore to be described perhaps more accurately as a sale and purchase than as a surrender. If so, it was invalid according to *Trevor v. Whitworth*. But, even if it could be properly described as a surrender, although it involved a consideration given out of the assets of the company to the surrenderors, still his Lordship thought that there was not any legal ground upon which it could be taken out of the principle of *Trevor v. Whitworth*. Having regard to the speeches of the learned Lords in that case, as well as to *British and American Trustee and Finance Corporation v. Couper*, [1894] A. C. 399, 414, and *Ooregum Gold Mining Company of India v. Roper*, [1892] A. C. 125, 133, his Lordship was of opinion that no surrender of shares having the effect of reducing the capital of the company could be justified, unless it could be supported as a form of forfeiture. The justification of forfeiture rested upon the Companies Act, 1862, itself (sect. 26 and Table A). On the other point his Lordship differed from Kekewich J. The application was not in fact made under sect. 35 (if anything turned on that), but it was an action asserting the legal right of the plaintiffs to be on the register, on the ground that they had been removed from it by an act which was *ultra vires* and a nullity. In point of law the plaintiffs never ceased to be the legal owners of the shares, and were not obliged to rely on an equity to have the register rectified. The company could not set up lapse of time or acquiescence as validating that which was in its essence incapable of being made valid, being void and not voidable only. *General Property Investment Company v. Matheson's Trustees*, (1888) 16 Rettie, 282, was an authority directly in favour of the plaintiffs on this point.

STERLING L.J. concurred, adding that he now thought that in *Eichbaum v. City of Chicago Grain Elevators, Limited*, [1891] 3 Ch. 459, he ought not to have followed *Teasdale's Case*, (1873) L. R. 9 Ch. 54, for it had, during the argument of the present case, been pointed out by Cozens-Hardy L.J. that in *Teasdale's Case* the resolutions were passed before the passing of the Companies Act, 1867, whereas in *Eichbaum's Case* the resolutions were passed in 1891. Moreover, in face of the later decisions, it was now difficult to support the view that *Teasdale's Case* had not been overruled by *Trevor v. Whitworth*.

COZENS-HARDY L.J. concurred.

Solicitors: *Bell, Brodrick & Gray*, for *W. S. Gray*, Whitby; *Radford & Frankland*. W. L. C.

C. A. CRICKITT v. CRICKITT. May 6.  
(CRICKITT intervening.)

*Practice—Procedure—Probate action—Married woman—Intervener—"Proceeding"—Costs—Separate estate—Restraint on anticipation—Rules of Supreme Court, 1883, Order XII., r. 23—Married Women's Property Act, 1893 (56 & 57 Vict. c. 63), s. 2.*

The plaintiff, a legatee under an alleged will, instituted a probate action to establish the will against the father of the testatrix as next of kin. Subsequently the testatrix's mother, who was living apart from the defendant, her husband, and was entitled to the income of a considerable fund for her separate use without power of anticipation, obtained an order under Rules of the Supreme Court, 1883, Order XII., r. 23, giving her liberty to intervene in the action "as a plaintiff," and then delivered to

the defendant a pleading "adopting the pleadings of the plaintiff."

At the trial of the action the President pronounced against the will with costs, and under sect. 2 of the Married Women's Property Act, 1893, ordered that the costs, as against the intervener, should be paid out of her separate property, including property subject to a restraint on anticipation.

The intervener appealed on the ground that there was no jurisdiction under sect. 2 of the Act, or otherwise, to make the order, she not having "instituted any action or proceeding" within the meaning of the section.

Lord Coleridge, K.C., and Barnard Lailey, for the intervener; Sir Edward Clarke, K.C., Gill, K.C., and J. C. Priestley, for the defendant.

THE COURT (Collins M.R., Stirling and Cozens-Hardy L.JJ.) held that the President had jurisdiction under the section to make the order. The intervener had an independent right to come in and assert in the action her personal interest, and to have it pressed to judgment. Her interest did not necessarily coincide with that of the plaintiff: the two interests might become divergent during the progress of the action, and she could if she chose at any time discontinu the action so far as she was concerned. For all practical purposes she was an independent person prosecuting her own rights. An application to intervene in a probate action was similar to the old-established proceeding in Chancery under which a person not a party to an action came in and asserted his right to the property which was the subject-matter of the action by an application for an examination *pro interesse suo*. That was a "proceeding," and so was the application to intervene in the present case. It was precisely covered by sect. 2, and the appeal must be dismissed. The order against the intervener's separate estate would be for payment of all costs from the date of the application to intervene.

Solicitors: *G. B. Crook; Milles, Jennings-White & Foster*.

G. I. F. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. May 1.  
CAPITAL AND COUNTIES BANK, LIMITED v. RHODES.

*Merger—Lease—Mortgage by way of underlease—Purchase by lessee of freehold reversion and contemporaneous mortgage of purchaser's freehold and leasehold interest—Intention to preserve lease—Default of lessee in payment of rent—Proviso for re-entry.*

By an indenture of lease dated in 1871, a house known as 10, Stafford Street, in the parish of St. George's, Hanover Square, was demised to one Shelley for a term of ninety-nine years at a rent of 100*l.*, payable quarterly, and the lease contained a proviso for re-entry on default being made for twenty-one days in the payment of the rent.

This lease subsequently became vested in the defendant Rhodes. By an indenture of mortgage dated in 1897, Rhodes



as beneficial owner, demised the premises to the defendants Flower & Sons for the residue of the term, less the last day thereof, to secure certain advances, and the indenture contained provisions in effect making Rhodes a trustee of the last day for the mortgagees.

By an indenture of sale dated the 27th of July, 1899, the premises comprised in the lease of 1871 were conveyed by the freeholders to Rhodes in fee simple at the price of 3650*l.*, subject to but with the benefit of the said indenture of lease.

By an indenture of mortgage of the same 27th of July, 1899, Rhodes conveyed the hereditaments comprised in the documents specified in the schedule thereunder to the plaintiffs as to such of them as were freehold in fee simple, and as to such of them as Rhodes was entitled to for any term of years for the residue of such term, except the last day thereof, to secure 3000*l.* This was to enable him to complete the purchase of the fee simple. The schedule comprised the indenture of lease of 1871 and the conveyance of the 27th of July, 1899.

The title of Rhodes to the freehold and the title of the plaintiffs to the charge of 3000*l.* were registered under the Land Transfer Acts in September, 1899.

In April, 1901, Rhodes entered into a deed of arrangement with his creditors, but the plaintiffs were not parties to it.

Prior to the 24th of June, 1901, Flower & Sons entered into possession of the premises, and shortly after the expiration of twenty-one days from that date the plaintiffs demanded payment of the rent for the Midsummer quarter from the trustee of the deed of arrangement and Flower & Sons, but the rent was not paid.

The plaintiffs brought this action to enforce their security, and they claimed to enter under the proviso of re-entry contained in the lease of 1871.

Flower & Sons contended—(1) that the lease had merged in the freehold; (2) that as against Rhodes they were entitled to possession free from any claim by him for rent by virtue of the covenant for indemnity implied from his having demised the premises to them as beneficial owner, and that the plaintiffs stood in no higher position than Rhodes.

*Warrington, K.C.*, and *Arthur Campson*, for the plaintiffs.

*Renshaw, K.C.*, and *W. C. Druce*, for Flower & Sons.

*Cann*, for Rhodes' trustee.

*KEBLEWICH J.* said that his present opinion was that there was no merger, but he did not intend to decide that question definitely. But, assuming that there was no merger, he thought that the plaintiffs had no right to insist upon Flower & Sons paying the rent. It was common ground that there was no personal liability on the part of Flower & Sons to pay the rent; but the plaintiffs claimed to insist on the proviso for re-entry because Flower & Sons were underlessees of a lease subject to rent. But on the 27th of July, 1899, Rhodes could not have entered under that proviso, because it was impossible for him by acquiring the freehold reversion to defeat his own security. His Lordship did not forget the implied covenant to indemnify; but, even apart from that covenant, in his Lordship's opinion Rhodes could not have insisted on the proviso for re-entry any more than he could have sued Messrs. Flower & Sons for the rent. The plaintiffs had no higher claim. They took Rhodes' title, and they stood in precisely the same position as Rhodes. He based his judgment on the broad principle that it would be a monstrous injustice that Rhodes should be able to

insist on the payment of rent by Flower & Sons, since that position was inconsistent with his contract with them.

Solicitors: *Cameron, Kemm & Co.*; *Crossman, Prichard, Crossman & Block*; *Osbaldeston & Co.* H. B. H.

Byrne J.

April 29.

DUDER v. AMSTERDAMSCH TRUSTEES KANTOOR.

*Practice—Jurisdiction—Assets in foreign country—English contract—Receiver—Service out of the jurisdiction—Necessary or proper parties—Foreign company—Rules of the Supreme Court, Order XL, r. 1 (g).*

This was an action by a foreign firm, one of whose members was resident for the time being in England, to enforce an alleged prior equitable charge made in England upon property and assets in Brazil. The defendants were—(1) the trustees of a debenture deed, a Dutch corporation; (2) the receivers already appointed under the debenture deed, who were resident in England; and (3) an English company having assets and property in Brazil. The plaintiffs now moved for the appointment of a receiver of the property and assets of the company comprised in the debenture deed; there was a cross-motion by the first defendants to set aside the writ, to which they had appeared under protest, and it was on this motion that the main argument proceeded, it being agreed that this motion should be dealt with as if leave had been given to serve notice of the writ abroad; and this was an application to discharge such order.

*Levett, K.C.*, and *Stokes*, for the first defendants, contended that the Court had no jurisdiction to grant the relief asked for in this action; that the first defendants were a Dutch company, having no place of business or assets in England; that the action related exclusively to property in Brazil, out of the jurisdiction, and that the plaintiffs' rights could only be enforced and determined in the Courts of Brazil; that to allow service of notice of the writ upon a foreigner, resident abroad, and then to act *in personam* against him, would in effect be to enlarge or extend the jurisdiction of the Court in a manner not authorized by principle or authority.

*Rowden, K.C.*, and *M. Romer*, for the plaintiffs, argued that these defendants were necessary and proper parties to an action properly brought against other persons properly served within the jurisdiction, and service was therefore good; and that with regard to a contract made, as this charge was, between persons in this country respecting lands in a foreign country, the Court had the same jurisdiction as if they were situate in England.

*BYRNE J.* held that the first defendants, the trustees, were necessary or proper parties to the action within the terms of Order XI, r. 1 (g), and that, as the Court had jurisdiction to grant the relief asked, service of the writ on the first defendants ought to be allowed. Service out of the jurisdiction was authorized in this case by the terms of the rule, and his Lordship considered that to allow service in accordance with that rule was not to extend the old jurisdiction of Courts of Equity, but to enable that jurisdiction to be exercised in a case where, at one time, it could not have been exercised by reason of defective rules of procedure; the defendant's motion, therefore, failed, and must be dismissed. Under these circumstances the

plaintiffs were also entitled to the appointment of a receiver of so much of the property as was clearly within their charge.

Solicitors: *Sutton, Ommanney & Rendall; Lyne & Holman.*

W. C. D.

Buckley J. *In re PRINCE & BAUGH, LIMITED.* April 21.  
*BEDELL v. PRINCE & BAUGH, LIMITED.*

*Company—Debenture-holder's action—Form of judgment.*

The plaintiff in this action sued on behalf of himself and the other holders of first mortgage debentures issued by the defendant company to enforce his security. The action came on for judgment, without pleadings, on agreed minutes, and it was proposed to declare a charge on the property comprised in the first mortgage debentures. There were other debenture-holders of a different and subsequent series who were not parties to the action.

*Church*, for the plaintiff and the company, said, with reference to the proposed declaration of a charge, that the minutes followed the form of judgment in *In re Wolverhampton District Brewery, Limited*, [1899] W. N. 229: *Seton on Judgments*, 6th ed. 2024.

BUCKLEY J. said that the declaration of a charge ought to be omitted from judgments in debenture-holders' actions where there were debenture-holders, other than those of the series which the plaintiff represented, who were not parties to the action. The debenture-holders who were not parties might desire to dispute the validity of the debentures of the series to which those held by the plaintiff belonged. The judgment must, therefore, omit the proposed declaration of a charge.

Solicitor: *A. Tabor.*

F. E.

Buckley J. *BROOME v. SPEAK.* April 30.

*Company—Prospectus—Statement as to contracts—Companies Act, 1867 (90 & 31 Vict. c. 131), s. 38—Interpretation Act, 1889 (52 & 53 Vict. c. 63), s. 38.*

In October, 1898, the plaintiff applied, on a prospectus for the issue of which the defendants as directors were responsible, for 400 shares of 10*l.* each in the London and Northern Bank, Limited. He paid 1000*l.* upon the shares, and he brought the action against the defendants, claiming a declaration that the prospectus must be "deemed fraudulent on the part of the defendants, who knowingly issued it without specifying the dates and names of the parties" to certain contracts, and asking for relief consequent upon that declaration. The bank was incorporated on the 6th of April, 1898, and its promoter was William Bowden. It was originally contemplated that the bank should start a new business, but subsequently the idea was conceived, about August, 1898, of buying the existing business of the Leeds Joint Stock Bank, Limited. The Leeds bank required a deposit of 10*l.* per cent. on the total purchase-money. The purchase-money being 142,500*l.*, the deposit required was 14,250*l.*, and the London and Northern Bank had then neither money nor credit. On the 21st of September, 1898, a letter was written on behalf of the bank to Bowden, saying: "In consideration of your advancing me the sum of 14,250*l.*, to enable me to pay the same to the Leeds Joint Stock Bank, Limited, as

a deposit on the purchase of their undertaking and assets, and your taking the risk of forfeiture, I hereby agree to repay the same on directors going to allotment or on the 30th of October next, together with 7500*l.* bonus for such loan." On the 26th of September, 1898, an agreement was entered into for the sale of the business of the Leeds bank to the London and Northern Bank, and this agreement provided for the forfeiture of the deposit of 14,250*l.* in certain events. At a meeting of the London and Northern directors on the 27th of September, 1898, the sale agreement was adopted, and the adoption of the commission note of the 21st of September was recommended for confirmation at the next board meeting, when a fuller attendance of directors might be present. At another meeting on the 1st of October, 1898, a resolution was passed that, in consequence of Bowden having found the deposit at his own risk, "the board agrees to repay the same with a bonus of 7500*l.* if the directors go to allotment and when the purchase is completed," and on the same day the "secretary *pro tem.*" wrote to Bowden's nominee: "I am instructed to acknowledge receipt of your letter of 21st ultimo, which I placed before my directors at their meeting to-day, and to say that, in consequence of your having introduced the business and carried through the negotiations and found the deposit in connection with the purchase of the Leeds Joint Stock Bank, Limited, my directors agree to repay you the same, together with a bonus of 7500*l.*" His Lordship held that the letter of the 21st of September, the minutes of the 1st of October, and the letter of the same day constituted a contract for the payment by the bank to Bowden of the bonus and the deposit. The deposit was found and paid.

On the 10th of October, at a meeting of directors, a resolution was passed: "That, after full discussion and hearing the views of the directors of the Leeds Joint Stock Bank, Limited, and upon the chairman giving Mr. Bowden assurance that his right to receive proper remuneration for commission on introducing the business of the Leeds Joint Stock Bank, Limited, and raising the necessary deposit shall be honourably met at a future meeting of the London and Northern Bank, Limited, it is resolved with the assent of" Bowden's nominee "that the contract contained in the letter of the 21st of September, 1898, be cancelled, and that the subject be adjourned to a future meeting of the board." On the 18th of October Bowden's nominee wrote to the bank's nominee: "Referring to the letter which you wrote to me dated the 21st of September, 1898, I understand that the directors of the London and Northern Bank have passed a resolution to the effect that the claim which I may have for commission in introducing the business of the Leeds Joint Stock Bank, Limited, or for raising the necessary deposit, shall be honourably and properly met. Having regard to that assurance, I am quite willing to agree to the terms of your letter to me being cancelled and the arrangement there suggested being considered as at an end." At another meeting of directors on the 20th of October, at which all the defendants were present, the prospectus was altered. Down to that time it read as follows: "The following are the only contracts to which the bank is a party," and it mentioned—(a) a contract of the 9th of May, (b) the contract of the 26th of September, (c) the letter of the 21st of September. Only the first two contracts were referred to in the prospectus as finally adopted and as issued, on the faith of which the plaintiff applied for his shares.

The principal question was whether the prospectus complied with sect. 38 of the Companies Act, 1867, repealed by the Companies Act, 1900, but then applicable.

*Astbury, K.C., and J. Roskill, for the plaintiff.*

*Eldon Bankes, K.C., and O. Leigh Clare; Haldane, K.C., and Felix Cassel; and Warmington, K.C., and the Hon. F. Russell, for the defendants.*

BUCKLEY J. said that, attributing to the letter of the 18th of October the effect of a complete cancellation of the letter of the 21st of September, or giving it a certain effect as being a cancellation of the letter of the 21st of September to some extent, the letter of the 18th of October was a contract cancelling the previous contract of the 21st of September as accepted by the bank on the 1st of October. Was Bowden to get a *quantum meruit*—that is to say, was he to have first something, not necessarily 7500%, but, what was more, was he to have the right to what was fair, or was he to rest only upon a promise, with a discretion in the directors as to whether they would give him anything or nothing? After referring to *Loftus v. Roberts*, (1902) 18 Times L. R. 532, he said that that being the law which he had to apply, what was the effect of the resolution of the 10th of October? It did not constitute a promise with a discretion in the promisor. There existed at its date a legal obligation between the bank and Bowden. That was to be put an end to so far as regarded the payment of the 7500%; but what was to be substituted for it was, that the right of Bowden to receive something was to be admitted; the amount that he was to receive was not admitted, but what might be a proper amount was to be honourably paid in the sense that he was to be fairly and reasonably dealt with. The minute of the 10th of October, 1898, produced another contract. It had been argued that sect. 38 of the Companies Act, 1867, did not extend beyond executory contracts. That was not correct. He saw no reason for cutting down the words "contract entered into by the company" so as to exclude a material contract entered into by the company, although in point of fact that contract might have been wholly executed. Suppose a contract between the promoter and every member of the board that the promoter would pay an intending director 1000% for serving on the board, and that in return for that the director should allow himself to be appointed one of the first directors, and suppose that the money had been paid and that the director had joined the board and the contract had been wholly executed. That would still be a contract entered into by a promoter, as such, and a director before the issue of the prospectus, and it would be a material contract; and he saw no reason for cutting down the language of the section so as to exclude that. Again, suppose a contract for the sale of property of any kind from A. to B., and that that had been wholly executed by a conveyance executed by A. to C. by the direction of B., but that B.'s name did not appear on the conveyance; and suppose that B.'s name was one which, as being that of the promoter or for some other reason would have been naturally looked at by the intending investor, and that if he had known that B. was interested in the matter it might have influenced him in taking shares. Why was not that contract—which certainly was entered into by the promoter or director, and possibly by the company, in the case he was supposing—within the words "contract entered into," because it had been completed by a conveyance, if the disclosure of B.'s name would have been material? Suppose there was a

material contract running, say, for a period of five years, which had expired—that the contract was an old one—it was a contract entered into by the company, and he saw no reason for restricting the generality of the language of the section so as to exclude it.

He had been addressing himself so far to the contract contained in the letter of the 21st of September and the minute and letter of October 1. Assuming that at the date when the prospectus was issued that contract had been put an end to, it was a material contract, and as such it ought to have been disclosed, and the prospectus ought to have contained the dates and the names of the parties to those three transactions—viz., the letter of the 21st of September, the minute of the 1st of October, and the letter of the 1st of October. But now, further, by the minute of the 10th of October and the letter of the 18th of October another contract was entered into—viz., a contract cancelling the previous contract, or cancelling it to some extent. Now that was a subsisting contract at the date of the prospectus, and that was also within the section. But the letter of the 21st of September was not cancelled by what took place on the 10th and 18th of October. It contained two parts—the obligation to return the deposit and the obligation to pay the bonus. The latter was put an end to, the former was not; it was a subsisting contract. The company was still bound to repay the deposit, and that contract ought to have been disclosed. If he was right in his view as to the effect of the minute of the 10th of October, that created a new obligation—not a mere debt of honour, but something that was binding on the company, and therefore a contract. That again ought to have been disclosed. Sect. 38 of the Act of 1867 had been repealed by sect. 38 of the Act of 1900, but, having regard to sect. 38 of 52 & 53 Vict. c. 63, the plaintiff's right in this action was a right acquired or accrued under that repealed enactment, and the action could be instituted as if the repealing Act had not been passed. The plaintiff was therefore in a position to avail himself of the statutory fraud arising upon sect. 38 of the Companies Act, 1867, and he succeeded on that point.

Solicitors: *Rowcliffes, Rawle & Co., for Cooper & Sons, Manchester; Williamson, Hill & Co., for Storey, Willans & Storey, Halifax; Waterhouse & Co.; Parker, Garrett, Holman, & Howden.*

F. E.

## PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

Adm.

THE ASSUNTA.

April 23.

*Practice—Action in rem—Writ—Misdescription of plaintiff—Order XLVIII.A, r. 1—Irregularity—Fresh step—Order LXX., rr. 1, 2.*

By Order XLVIII.A, r. 1, "Any two or more persons claiming . . . as co-partners, and carrying on business within the jurisdiction may sue . . . in the name of the respective firms, if any, of which such persons were co-partners at the time of the accruing of the cause of action." By Order LXX., r. 1, "Non-compliance with any of these rules, or with any rule of practice

for the time being in force, shall not render any proceedings void unless the Court or a judge shall so direct, but such proceedings may be set aside either wholly or in part as irregular, or amended, or otherwise dealt with in such manner and upon such terms as the Court or judge shall think fit." By rule 2, "No application to set aside any proceeding for irregularity shall be allowed . . . if the party applying has taken any fresh step after knowledge of the irregularity."

On the 21st of March, 1902, a writ in an Admiralty action *in rem* was issued at the suit of "Louis Dreyfus & Co." against the owners and parties interested in the steamship *Assunta*, and the indorsement ran: "The plaintiffs, as owners of goods laden on board the steamship *Assunta* on a voyage from the river Plate to England, claim compensation for damage done to the said goods during such voyage." A copy of the writ with warrant was served the same day, and the vessel arrested. On the following day the defendants' solicitor gave an undertaking to appear, and, on the 26th of March, an appearance was entered. On the 10th of April bail was given by the defendants in 800*l.*, and the vessel was released. On the 15th of April the plaintiffs, pursuant to the demand of the defendants, furnished the following particulars of the name and address of the plaintiffs: "Leopold Louis Dreyfus, 42 Rue du Louvre, Paris, trading as Louis Dreyfus & Co., 194 Bishopsgate Street Without, E.C." On the same day the defendants took out a summons for security for costs on the ground that the action was brought by a foreigner residing abroad. This summons was dismissed. The defendants now moved, under

Order XLVIII.A, r. 1, as interpreted by *Smurthwaite v. Hannay*, [1894] A. C. 494, to set aside the writ on the ground that it was improperly issued in the name of Louis Dreyfus & Co., a firm not consisting of two or more persons. The plaintiffs, on the other hand, contended that *Smurthwaite v. Hannay* had been distinguished in *The Maréchal Suchet*, [1896] P. 233, on the ground that the Admiralty practice was unaffected by the rules, and that at most the commencement of the suit in the name of Louis Dreyfus & Co. was a mere irregularity which the defendants could not take advantage of owing to Order LXX., r. 2.

THE COURT (Sir F. H. Jeune P.) held that Order XLVIII.A, r. 1, applied only to persons suing in the name of their firm, and not to "owners" who were not, as such, co-partners; and, though the action was commenced in the name of "Louis Dreyfus & Co." without the word "owners," the indorsement stated that the plaintiffs sued as "owners" of the cargo; which according to the practice in Admiralty was sufficient. The proceeding was, therefore, an "irregularity" which could be cured by leave to amend; and, further, under Order LXX., r. 2, it was not open to the defendants to raise the objection, as they had taken a step by applying for security for costs after knowledge of the irregularity. The defendants' motion would, therefore, be dismissed without costs, and the plaintiffs would have leave to amend.

*Leck*, in support of the motion.

*A. E. Nelson*, *contra*.

Solicitors: *Greening; Lowless & Co.*

T. L. M.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

May 13.

WILLIS AND OTHERS, APPS.; BARRON AND OTHERS, RESPDS.

*Solicitor and client—Confidential relation—Duty of solicitor—Married woman—Independent advice.*

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Davey, Brampton, and Robertson) affirmed the decision

of the Court of Appeal, *Barron v. Willis*, [1900] 2 Ch. 121, holding that deeds whereby a married woman had, without consideration and without independent advice, surrendered rights given to her by a post-nuptial settlement, must be set aside, the solicitor who prepared the settlement and the deeds being a trustee thereof, and having failed to explain to the lady the real nature of the transaction.

*Warmington, K.C.*, and *P. F. S. Stokes*, for appellants.

*Hughes, K.C.*, and *Ashton Cross*, for respondents, were not heard.

Solicitors: *Balfour Allan & Co.*, for *Skinner, Church & Michael*, Sunderland; *Wynne-Baxter & Keeble*, for *Beldon & Ackroyd*, Bradford. J. M. M.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A.

BLOOD v. BLOOD.

May 7.

*Divorce—Variation of settlements—Vested interest of child—Respondent husband next of kin—Extinguishment of all husband's life and derivative interest—Matrimonial Causes Act, 1859 (22 & 23 Vict. c. 61), s. 5.*

Appeal from a decision of Gorell Barnes J., reported [1902] P. 78.

By an ante-nuptial settlement of July, 1877, the intended wife's fortune was settled upon the wife for life, on her death for the husband for his life or until bankruptcy, and on the death of the survivor, on the children of the marriage, sons taking a vested interest at twenty-one. In default of children attaining a vested interest, the wife's fortune reverted to her in the usual way. There was also a proviso that if the wife should survive her husband and marry again, and there should be only one child of the marriage, the wife should have power to appoint the income arising from a moiety of her fortune to her future husband for his life, and after his death to appoint the said moiety in favour of the children of such second marriage. The only child of the marriage attained twenty-one, and died in July, 1900, a bachelor and intestate.

The wife obtained a divorce from her husband; the decree nisi pronounced on the 12th of June, 1900, was made absolute on the 14th of January, 1901. On a motion upon the registrar's report on a petition to vary the settlement, a question was submitted for the consideration of the Court, whether the interest of the husband, the respondent, derived as representative of his son, could be extinguished.

Gorell Barnes J. held that the Court had power under sect. 5 of the Matrimonial Causes Act, 1859, to make an order in favour of the petitioner, the wife, affecting the settled property, even after the child of the dissolved marriage had attained a vested interest.

The respondent appealed.

*Inderwick, K.C.*, and *Barnard*, for the appellant, contended that the settlement had come to an end when the son attained a vested interest, so that his share was no longer "settled

property," and that there was no jurisdiction to affect or diminish the interest of a child when once the interest had vested.

*Priestley and Hon. F. Russell*, for the petitioner.

*F. L. Wright*, for the trustees of the settlement.

THE COURT (Collins M.R., Stirling and Cozens-Hardy L.JJ.) dismissed the appeal. They held that the wife's fortune was still "settled," and that there was jurisdiction under sect. 5 of the Matrimonial Causes Act, 1859, to make the order which had been made under the present circumstances; but they slightly modified the order appealed from, varying the settlement by merely extinguishing all the rights, powers, and interests, including any beneficial derivative interest of the respondent as next of kin of his son, in or over the whole or any part of the capital and income of the petitioner's settled funds; so that when the legal personal representative of the son was appointed such application might be made to the trustees as might be necessary.

Solicitors: *Valpy, Peckham & Chaplin; C. Russell & Co.; Hugh Wharton.*  
W. C. D.

C. A. *In re KINGDON AND WILSON.* May 7.

*Solicitor and client—Costs—Taxation—Disbursements—Estate duty—Finance Act, 1894 (57 & 58 Vict. c. 30), s. 6, sub-s. 2—Solicitors Act, 1843 (6 & 7 Vict. c. 73), s. 37.*

Appeal from *Byrne J.*, ante, p. 65.

The question was whether a payment for estate duty made by a firm of solicitors on behalf of their clients was a "disbursement" within sect. 37 of the Solicitors Act, 1843.

*Byrne J.* held, on the authority of *In re Lamb*, (1889) 23 Q. B. D. 5, that the payment was properly included in the solicitors' bill.

The clients appealed.

*Leveti, K.C.*, and *Hon. T. H. Watson*, for the clients.

*R. F. Norton, K.C.*, and *A. P. Poley*, for the solicitors.

THE COURT (Collins M.R., Stirling and Cozens-Hardy L.JJ.), in a considered judgment, said they had ascertained from the taxing officers, both in the Chancery and in the Probate Divisions, that the decision of the Divisional Court in *In re Lamb*, by which *Byrne J.* had properly felt himself bound, had in practice been found to operate unfairly to clients in the past, and, having regard to the increased duty now payable, was likely still more so to operate in the future. Their Lordships were, therefore, of opinion that the decision in *In re Lamb* should be overruled, so that payments for estate duty ought not to be included in bills of costs, thus restoring the previous practice under *In re Remnant*, (1849) 11 Beav. 603, 618. The appeal must, therefore, be allowed, with costs here and below.

Solicitors: *Collyer-Bristow, Hill, Curtis & Dods; Kingdon, Wilson & Webb.*  
G. I. F. C.

C. A. *In re PUCKETT AND SMITH'S CONTRACT.* May 10.

*Vendor and purchaser—Failure to shew good title—Latent defect—Underground culvert for water.*

Appeal from a decision of *Kekewich J.*

A contract for the sale of land was entered into by the

trustees and executors of a will. The purchaser bought the land for building purposes, and this was known to the vendors. One of the conditions of sale provided that, "the property being open for inspection, the purchaser shall be deemed to buy with full knowledge of the actual quantities and condition thereof. If any error shall be found in the particulars the same shall not annul the sale, nor shall any compensation be allowed in respect thereof." The purchaser, before he entered into the contract, inspected the property with the aid of a plan supplied by the vendors. Some time after the contract was made the purchaser discovered that there was, a short distance below the surface of the ground and running across and through the middle of the property, a culvert for the passage of water from other land. There was nothing on the plan to indicate the existence of this culvert. The purchaser did not discover it when he inspected the property, and, as the Court held on the evidence, no reasonable amount of inspection would have enabled him to do so. The existence of the culvert was in fact unknown to the vendors until its discovery by the purchaser. On making the discovery the purchaser required that the vendors should either divert the culvert, so that it should not pass through the property, or that they should make compensation by an abatement of the purchase-money. The purchaser alleged that the culvert would seriously diminish the value of the property for building purposes. The vendors declined to comply with this requisition, and they took out a summons under the Vendor and Purchaser Act, 1874, upon which *Kekewich J.* made an order declaring that the purchaser's objections to title and requisitions had not been sufficiently answered by the vendors, and that a good title to the property had not been shewn in accordance with the contract. The vendors relied on the above condition. The vendors appealed.

*A. Turnour Murray*, for the vendors.

*Buckmaster, K.C.*, and *Davenport*, for the purchaser.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.JJ.) dismissed the appeal.

COLLINS M.R. said that it was clear from the evidence that both parties knew that the purchaser contemplated using the property for building purposes, and also that he could not by any reasonable inspection have ascertained the existence of the culvert. Was there, then, such a substantial alteration as to affect the nature of the thing purchased? The law on the point was clear, and was laid down by *Tindal C.J.* in *Flight v. Booth*, (1834) 1 Bing. N. C. 370, at p. 377; 41 R. R. 599, at p. 604, where he said: "it is at all events a safe rule to adopt, that where the misdescription, although not proceeding from fraud, is, in a material and substantial point, so far affecting the subject-matter of the contract that it may reasonably be supposed, that, but for such misdescription, the purchaser might never have entered into the contract at all, in such case the contract is avoided altogether, and the purchaser is not bound to resort to the clause of compensation. Under such a state of facts, the purchaser may be considered as not having purchased the thing which was really the subject of the sale." There was not here an actual misrepresentation, but there was that which was equivalent to it. The existence of the culvert might be a substantial injury to a building estate. The order made by *Kekewich J.* was quite right.

STIRLING L.J. was of the same opinion. He thought that the condition would not avail the vendors. It applied only to

such matters as might be discovered by inspection with reasonable care. The case fell within the rule laid down by Tindal C.J. in *Flight v. Booth*. In *In re Brewer and Hankins' Contract*, (1899) 80 L. T. (N.S.) 127, the facts were different, and did not bring the case within that rule.

COZENS-HARDY L.J. concurred.

Solicitors: *T. Durant; Hare & Co.*, for *March, Clayton & Pearson*, Manchester. W. L. C.

C. A.

*In re MADDOCK.*

May 12.

LLEWELYN *v.* WASHINGTON.

*Administration of assets—Order of administration—Insufficiency of general personalty—Trust of specific part of residue created by memorandum dehors the will.*

Appeal against the decision of Kekewich J., [1901] W. N. 118; [1901] 2 Ch. 372.

A testatrix by her will, made in January, 1897, appointed Susan Washington and two other persons her trustees and executors, and she devised her real estate and bequeathed the residue of her personal estate to Susan Washington absolutely. By a memorandum in writing, signed by her a few days after the execution of her will, and attested by Susan Washington only, the testatrix created a trust of a specified part of her residuary personalty in favour of other persons. Susan Washington admitted that this trust was binding upon her.

The testatrix died in December, 1898. Her residuary personal estate (other than the part affected by the trust) was insufficient for the payment of her debts, and the question arose whether the deficiency was payable out of the specific property affected by the memorandum and the real estate rateably, or how otherwise. Kekewich J. held that though the trust created by the memorandum was of a specific fund, yet as it was not a specific bequest, but arose *dehors* the will, the *cestuis que trust* were not entitled to have the trust property exonerated for their benefit. The whole of the personalty bequeathed to Susan Washington must for this purpose be treated as residue, and the debts were primarily payable out of it.

The *cestuis que trust* under the memorandum appealed.

There was no appeal upon the other point as to estate duty, mentioned in the former report.

*Renshaw, K.C.*, and *Vaughan Hawkins*, for the appellants.

*Warrington, K.C.*, and *Carson, K.C.*, for Susan Washington.

*E. Ford*, for the executors.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.JJ.) allowed the appeal.

COLLINS M.R. said that the principle on which the Court in such cases reached the conscience of a legatee and compelled the performance of his trust was nowhere more clearly stated in recent times than by Lord Cairns in *Jones v. Badley*, (1868) L. R. 8 Ch. 362, at p. 363. It was not denied that, had the memorandum been added as a codicil to the will, it would have had the effect asserted by the appellants. The unappropriated residue of the personalty would have been applied first in paying the debts, and then the specific legatee under the codicil and Miss Washington, as specific devisee of the realty, would have contributed *pro rata* to the balance of the deficiency. On what ground, then, must the Court hold its hand, and refrain from insisting on equity being done? The

fact that the memorandum created an obligation *dehors* the will, which could not be enforced as part of the will, was not at all inconsistent with the right asserted by the Court, on the principle above referred to, to intervene to prevent an unrighteous insistence upon a *prima facie* legal right. The Court did not wait to give effect to an equity which displaced the Statute of Frauds until after the rights of the parties had been disposed of on the footing of the statute. So it seemed to his Lordship to be wholly consistent with the admission, that nothing *dehors* the will could be treated as part of the will, that the Court should intervene to prevent a legatee from committing a fraud, by insisting on his rights under the will to the prejudice of his *cestui que trust*. Why should the Court renounce its jurisdiction over the legatee to compel him to perform his trust because he was engaged in assisting at the distribution of assets under the will? He was not emancipated from its jurisdiction because he was engaged in that process, and the Court would not, his Lordship hoped, be deterred from exercising this collateral jurisdiction by the fear that in so doing it might indirectly give effect to the well-ascertained intention of the testator, not expressed on the face of the will, but not inconsistent with it.

STIRLING and COZENS-HARDY L.JJ. read judgments to the same effect.

Solicitors: *Ridsdale & Son*, for *Heaton & Son*, Burslem  
*Hicklin, Washington & Pasmore*. W. L. C.

C. A.

May 13.

*In re AN ARBITRATION BETWEEN THE BULLFA AND MERTHYR DARE STREAM COLLIERIES (1891), LIMITED, AND THE PONTYFRIDD WATERWORKS COMPANY.*

*Lands Clauses Acts—Compensation—Arbitration—Preventing the working of coal mines—Notice to treat—Rise in value of coal after notice to treat, whether arbitrator can consider in assessing valuation.*

Appeal from the decision of a Divisional Court (Ridley and Phillimore JJ.), reported [1901] 2 K. B. 798.

On a case stated by an arbitrator in a reference for assessing compensation under the Lands Clauses Acts and the Waterworks Clauses Act, 1847, the Divisional Court held that, in assessing the compensation payable to the owner of coal mines for being prevented from working coal lying under the reservoir of a waterworks company, the arbitrator was entitled to take into consideration a rise in the value of coal, which took place after the company's notice to treat and before the award.

The waterworks company appealed.

*B. Francis Williams, K.C.*, and *Trevor Lewis*, for the appellants.

*Abel Thomas, K.C.*, and *W. D. Benson* for the respondents.

THE COURT (Vaughan Williams, Romer, and Mathew L.JJ.) allowed the appeal, and reversed the decision of the Divisional Court, holding that the arbitrator was only entitled to consider facts which were in actual existence at the time of the notice to treat.

Solicitors for appellants: *Bell, Brodrick & Gray*, for *C. & W. Kenshole*, Aberdare.

Solicitors for respondents: *Wrentmore & Son*, for *Frank James & Sons*, Cardiff. A. P. P. K.



C. A.

RIVER RODEN COMPANY, LIMITED v. URBAN DISTRICT  
COUNCIL OF BARKING TOWN.

May 14.

*Compulsory powers—Taking lands—Sufficiency of valuation of surveyor—Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), s. 85—Railway Companies Act, 1867 (30 & 31 Vict. c. 127), s. 36.*

Appeal by the plaintiffs from a decision of Kekewich J., noted *ante*, p. 86.

P. O. Lawrence, K.C., and P. B. Abraham, for the plaintiffs.  
Warrington, K.C., and Harman, for the defendants.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.JJ.) dismissed the appeal. Their Lordships based their decision entirely upon the effect of certain letters which passed between the plaintiffs' surveyor and the Board of Trade surveyor, and held that the plaintiffs were thereby precluded from claiming the relief which they sought.

Solicitors: *Wilson & Son; Fisher & Stephens.*

H. B. H.

## High Court of Justice.

CHANCERY DIVISION.

Kekewich J. VAN PRAAGH v. EVERIDGE. May 8.

*Vendor and purchaser—Specific performance—Mistake—Sale by auction—Purchase of one property by mistake for another.*

This was an action for specific performance and damages.

On the 18th of November, 1901, Messrs. Farebrother, Ellis & Co. put up for sale by auction three properties: (1) Saradith, Hampstead; (2) Parson's Mead, Ashtead; (3) 24 Cullum Street. The plaintiff was the owner of Saradith.

The sale was attended by the defendant, a builder of Surbiton, who had come to London on purpose to bid for the Ashtead property. The defendant was somewhat deaf.

A large notice stating the order of sale was affixed to the auctioneer's rostrum, and smaller notices to the same effect were distributed about the room. The auctioneer on entering the rostrum began by stating the order of sale, and then proceeded to offer for sale the Hampstead property, which was ultimately knocked down to the defendant for 4500*l.* The auctioneer then sent his clerk to the defendant for his name and address and proceeded with the sale of the Ashtead property. The defendant told the clerk that there was some mistake, and that he (the defendant) had bought the Ashtead property. After the Ashtead property had been offered for sale the defendant saw the auctioneer, who told him that he had in fact bought the Hampstead property, and that he must abide by his bargain. The auctioneer then requested the defendant to sign the contract, and upon the defendant's refusal to do so signed it on his behalf. The defendant repudiated his liability on the ground of mistake. The substantial question was whether the defendant could be compelled to specifically perform his contract, or whether he was liable in damages only.

Renshaw, K.C., and F. Thompson, for the plaintiff.

Stewart-Smith, K.C., and Norman Craig, for the defendant.

KEKEWICH J. said that according to the view expressed by Lord Langdale in *Malins v. Freeman*, (1837) 2 Keen, 25, the defendant would be clearly entitled to get off specific performance; but the law had been stated somewhat differently in modern cases, and especially in *Tamplin v. James*, (1880) 15 Ch. D. 215, and *Goddard v. Jeffreys*, (1881) 30 W. R. 269. His Lordship also relied upon the summing-up of the law contained in Fry on Specific Performance, § 765. In this case the blunder was not induced by the conduct of the vendor, and, in his Lordship's opinion, there was no hardship amounting to injustice in holding the defendant to his bargain, and, although he did not doubt the honesty of the defendant in saying that he had made a blunder, yet, on the general principle stated by Sir Edward Fry, to allow such a defence would be to open the door to perjury. The plaintiff was, therefore, entitled to specific performance. But, in case it should be desired to take the case further, he assessed the damages at 400*l.*

Solicitors: *Law & Worssam; Edward Chester.*

H. B. H.

Wright J.

*In re* DRUCKER.

May 5.

*Ex parte* BARDEN.

*Bankruptcy—Property of bankrupt—Money paid to creditor by bankrupt's solicitors—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 44.*

On the 24th of January, 1901, a bank, who were creditors of the debtor for 1000*l.*, presented a bankruptcy petition against him grounded on an act of bankruptcy committed by him the previous December. Negotiations ensued between Messrs. Beyfus & Beyfus, the solicitors of the debtor, and Mr. Salaman, the solicitor of the bank, with a view to obtain the dismissal of the petition. Messrs. Beyfus & Beyfus stated that the debtor's relatives were very wealthy, but that the debtor himself had no money, and offered 300*l.* on account of the debt on condition that the petition was dismissed, adding, "We shall have to find the money." Mr. Salaman accepted this offer, believing that the 300*l.* so to be provided was not the debtor's money. Accordingly, on the 15th of February, 1901, Messrs. Beyfus & Beyfus handed their cheque for 300*l.* to Mr. Salaman, and the petition was dismissed. As a matter of fact, the debtor had on the 14th of February executed a charge on his property in favour of Messrs. Beyfus & Beyfus to secure 300*l.* stated to be then advanced to him by them, and it was this sum which Messrs. Beyfus & Beyfus had paid direct by their cheque to Mr. Salaman. Shortly afterwards the debtor was adjudicated bankrupt on an act of bankruptcy committed on the 6th of March, 1901, and the trustee in bankruptcy now claimed that the bank should refund the 300*l.* as part of the property of the bankrupt received by them with notice of an available act of bankruptcy.

Reed, K.C., and Carrington, for the trustee, relied on *In re Snyder*, (1891) 8 Morr. 127.

Muir Mackenzie and J. G. Joseph, for the bank, argued, *contra*, that *In re Snyder* was questioned in *In re Rogers*, (1891) 8 Morr. 243, 248, and that the 300*l.* never became part of the general assets of the debtor.

WRIGHT J. held that the application of the trustee failed. The 900*l.* never came into the hands of the debtor, and clearly was never intended to come into his hands. Messrs. Beyfus & Beyfus would never have consented to its being applied in any way except for the express purpose for which it was advanced. Under the circumstances, the money never became part of the general assets of the debtor.

Solicitors: *King, Wigg & Co.; Salaman, Fort & Co.*

H. L. F.

Farwell J.      *In re DICKINSON'S TRUSTS.*      May 8.  
*Appointment of new trustee—Appointment by Court—  
 Female trustee.*

*According to the present practice the appointment of a properly qualified unmarried woman to be a trustee by the Court is not limited to cases in which no other trustee can be found.*

This was a summons for the appointment of new trustees of four legacies of 1500*l.* each, given by the will of William Dickinson, who died in 1842, to each of his four daughters for life, with remainder to her children as she should appoint, with remainder to her children living at her death in equal shares, the issue of any children then dead leaving issue taking the share their parents would have taken if living. The testator's daughters were all dead, and had made wills as to which questions were raised whether the powers of appointment were exercised.

The summons was taken out by two grand-daughters of the testator, who were unquestionably entitled to shares in the legacies, and they and the persons who supported the application were in any event entitled to much the greater part of the legacies. The proposed new trustees were Mr. Stickney, a land agent, and Miss Taylor, an unmarried woman of middle age, who was described as a teacher and lady's companion. There was evidence that Miss Taylor was a very capable woman and well used to business. The application was opposed by G. W. Dickinson, a beneficiary who was only entitled to a very small share of the legacies. He proposed the appointment of two men, who had consented to act and were admittedly unobjectionable persons.

*Wheeler*, for the summons.

*Rashleigh*, for the beneficiaries supporting the application.

*Adams*, for G. W. Dickinson. The Court will not appoint a woman trustee, even when unmarried, unless another person willing to take the office cannot be found: *Brook v. Brook*, (1839) 1 Beav. 531; *In re Peake's Settled Estates*, [1894] 3 Ch. 520.

FARWELL J., said that the position of women had been considerably altered since *Brook v. Brook* was decided; he had frequently appointed unmarried women trustees in chambers. In this case he had looked at the affidavits, and was satisfied that Miss Taylor was perfectly capable of acting in the trust. The interest of the opponent was not sufficient to give him any right to override the wishes of the applicants, and the appointment must be made as asked by the summons.

Solicitors: *Stevenson & Coudwell*, for *Iveson & West*, Hull; *Arthur Pearce; Woodhouse & Davidson.*      J. R. B.

Farwell J.

May 14

*In re CREDIT ASSURANCE AND GUARANTEE CORPORATION,  
 LIMITED.*

*Company—Reduction of capital—Losses to be borne in proportion to capital paid up on shares—Shares of same class with different amounts paid—Deferred shares.*

This was a petition to sanction a reduction of capital by cancelling lost capital.

The capital of the company was 1,000,000*l.*, divided into 2000 deferred shares of 1*l.* each, and 99,800 ordinary shares of 10*l.* each. 37,712 of the ordinary shares had been issued; of these 1123 were issued to vendors as paid up to the extent of 5*l.* per share. 2*l.* per share had been paid on the rest of the ordinary shares. The deferred shares were all issued to subscribers of the memorandum of association as fully paid.

The articles of association provided, that if the corporation should be wound up and the surplus assets should be insufficient to repay the paid-up capital, such surplus assets should be distributed so that as nearly as might be the losses should be borne by the members in proportion to the capital paid up, or which ought to have been paid up, on the shares held by them respectively at the commencement of the winding-up.

The profits were directed to be applied first in paying a dividend of 10 per cent. on the ordinary shares; half the surplus was to belong to the founders' shares; the other half, after payment of such extra remuneration to the directors as might be determined by general meeting, was to belong to the holders of ordinary shares.

The reduction proposed was to write off lost capital by reducing all the ordinary shares, issued and unissued, to 8*l.* 10*s.*, with 3*l.* 10*s.* paid upon the ordinary shares, upon which 5*l.* had been credited as paid, and 10*s.* paid upon the ordinary shares, upon which 2*l.* had been paid. The founders' shares were left unaffected.

*Ugjohn, K.C.*, and *W. A. G. Woods*, for the petition.

*Jenkins, K.C.*, and *Martelli* (for shareholders opposing), contended that all the shares, including the founders' shares, ought to be reduced in proportion to the amounts paid up, and therefore the scheme could not be sanctioned.

FARWELL J. said that the general rule when the Court has to consider a reduction of capital is to see that the loss is divided between different classes of shares in accordance with the rules which would prevail in case of the winding-up of the company. That was laid down in *Bannatyne v. Direct Spanish Telegraph Company*, (1886) 34 Ch. D. 287.

In this case the articles specially provided that in a winding-up losses must be borne in proportion to the amount of capital paid up. As regarded the deferred shares, as a reduction in their nominal amount would make no difference in the dividends and the proportionate reduction would only amount to 1*s.* per share, he did not think the objection was fatal to the proposed reduction; but, as between the ordinary shares with 5*l.* paid and those with 2*l.* paid, the difference was important, and he was bound to withhold his sanction to the reduction. The petition was, therefore, dismissed with costs.

Solicitors: *Greenwood & Greenwood; R. Chapman.*

J. R. B.

NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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RECORD OF BUSINESS.

COURT I.

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TUESDAY, May 27.

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TUESDAY, May 27.

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THURSDAY, May 29.

*Richards v. De Winton. Richards v. Evans.* Appeal from Kekewich J. Stands over.

*Le Mesurier v. Le Mesurier.* Appeal from Kekewich J. Dismissed.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

May 15.

THE LORD ADVOCATE, APP.; SIR MARK J. M. STEWART, BART., AND ANOTHER, RESPS.

*Revenue—Entailed estate—Money held in trust to purchase lands, to be entailed—Settlement estate duty—Finance Act, 1894 (57 & 58 Vict. c. 30), s. 23, sub-ss. 14, 15, 16.*

*Scott-Dickson, S.-G.* (for Scotland), and *Young*, for the appellant.

*Asher, D.F., J. Campbell Lorrimer, and R. G. Seton* (all except the last of the Scottish Bar), for the respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Brampton, Robertson, and Lindley) affirmed the decision of the First Division of the Court of Session (as the Court of Exchequer in Scotland), (1901) 3 F. 440, holding that money vested in trustees for the purpose of purchasing lands in Scotland or England, to be entailed, was not "entailed estate"

within the meaning of the Finance Act, and was not liable as such to settlement estate duty.

Agents for appellant: *Solicitors for Inland Revenue for Scotland and England.*

Agents for respondents: *Martin & Leslie*, for *Blair & Caddell, W.S., Edinburgh.* G. J. W.

May 15.

PARISH COUNCIL OF RUTHERGLEN, APPS.; PARISH COUNCIL OF GLASGOW, RESPS.

*Poor law—Settlement—Capacity of deserted wife to acquire a settlement—Poor Law (Scotland) Act, 1898 (61 & 62 Vict. c. 21), s. 1.*

*A. Graham Murray, L.A., A. Orr Deas* (both of the Scottish Bar), and *W. Craig Henderson*, for the appellants.

*T. Shaw, K.C., Avon Clyde, K.C., and R. B. Pearson* (all of the Scottish Bar), for the respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Davey, Brampton, Robertson, and Lindley) reversed the decision of the majority of seven judges of the Court of Session, (1901) 3 F. 705, holding that a wife when deserted by her husband has no capacity to acquire a parochial settlement.

Agents for appellants: *Burchells & Co.*, for *Montgomerie & Flemings*, Glasgow, and *H. B. & F. J. Dewar, W.S., Edinburgh.*

Agents for respondents: *Grahames, Currey & Spens*, for *R. P. Lamond & Turner*, Glasgow, and *Charles George, S.S.C., Edinburgh.* G. J. W.

May 16.

GRESHAM LIFE ASSURANCE SOCIETY, APPS.; BISHOP, RESP.

*Revenue—Income tax—Company—Interest from foreign investments—Receipt in the United Kingdom—Income Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100, Sched. D, Fourth Case.*

*Sir E. Clarke, K.C., and Haldane, K.C.* (*Stewart-Smith* with them), for appellants.

*Sir R. Finlay, A.-G., and Rowlatt* (*Sir E. Carson, S.-G., and Dankwerts* with them), for respondent.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Brampton, and Lindley), after consideration, reversed the decision of the Court of Appeal, [1901] 1 K. B. 153, holding that the interest on foreign securities paid abroad is not liable to income tax, unless it is received in the United Kingdom in specie or in a remittance payable in the United Kingdom.

Solicitors: *Devonshire, Monkland, Davies & Sanders*; *Solicitor of Inland Revenue.* J. M. M.

May 16.

COOPER & CBANE, APPS.; WRIGHT, RESP.

*Employer and Workman—Compensation—Undertakers—Sub-contractor—Liability of sub-contractor to indemnify undertakers—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), s. 1, 4, 7.*

The appellants undertook the building of a house, and made a sub-contract with the respondent that he should do the slating. A labourer employed by the respondent to convey

slates to the roof was killed in the course of his employment. The county court judge made an award for compensation to the deceased man's widow against the appellants as the undertakers under the Workmen's Compensation Act, 1897, and also made an order under sect. 4 of the Act that the respondent should indemnify the appellants to the extent of the sum awarded, holding that the slating was not merely incidental to but was a substantial part of the construction of the building, and that the respondent by his sub-contract undertook the construction of that part of the building within the meaning of sect. 7, and that he was a person who would have been liable under the Act to pay compensation for the injury independently of sect. 4. There was no appeal against the award for compensation. The respondent appealed against the order for indemnity, and the Court of Appeal (A. L. Smith, Collins, and Romer L.J.J.), following *Cass v. Butler*, [1900] 1 Q. B. 777, set aside the order for indemnity.

*A. Llewelyn Davies and Tinsley Lindley*, for appellants.

*Ruegg, K.C.*, and *Clavell Salter*, for respondent.

THE HOUSE (Earl of Halsbury L.C., and Lords Shand and Davey), Lords Brampton and Robertson dissenting, after consideration, reversed the decision of the Court of Appeal, and restored the order of the county court judge.

Solicitors: *Mason, Edwards & Masons*, for *R. H. Beaumont*, Nottingham; *Mackrell, Maton, Godlee & Quincey*.

J. M. M.

had never paid any interest on the mortgage. The same solicitor acted for his executors. They, in November, 1887, conveyed the remainder of the mortgaged estate to J. C. Bradshaw as free from incumbrances. In 1899 the solicitor died, and the fraud was discovered. The Cust trustees thereupon gave notice to J. C. Bradshaw to pay off the mortgage. He then brought this action against the Cust trustees, claiming a declaration that the title of the defendants as mortgagees under the mortgage of 1879 was extinguished, and that the charge thereby created was to be deemed satisfied. The Cust trustees delivered a counter-claim, to which J. C. Bradshaw and W. Bradshaw, who was the surviving executor of J. E. Bradshaw, were the defendants, claiming, as against W. Bradshaw, payment of the mortgage debt with interest, and, as against J. C. Bradshaw, that the mortgage of 1879 might be enforced by foreclosure or sale.

Buckley J. dismissed the action, and gave judgment for the Cust trustees on the counter-claim. He held that, as W. Bradshaw was bound to indemnify his father against the mortgage debt and interest, the payment of interest made by him through his solicitor was a payment by a person "bound to pay" on behalf of the mortgagor, within the decision in *Harlock v. Ashberry*, (1882) 19 Ch. D. 539, and was, therefore, a payment by the person liable to pay or his agent within sect. 8 of the Real Property Limitation Act, 1874, which amounted to an admission of the existence of the mortgage, and had the effect of keeping it alive.

The plaintiff in the action and W. Bradshaw appealed.

*H. Terrell, K.C.*, and *George Henderson*, for the appellants.

*Ashbury, K.C.*, and *B. Farrer*, for the Cust trustees.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.J.J.) dismissed the appeal.

COLLINS M.R. said it was admitted that the interest was paid as interest by the solicitor of the mortgagor and his executors, who were liable to pay it. The *onus* was no doubt upon the mortgagees to shew that the mortgage had been kept alive. But the continued payment of interest by the person whose duty it was to pay it shifted the *onus* upon the mortgagor to shew that the payment was not made under such circumstances as to keep the mortgage alive. If the case rested there, and the solicitor's books were to be excluded, the appellants would have no answer to the case of the trustees, inasmuch as they did not call W. Bradshaw at the trial. The decision of Buckley J. could be supported without going into the solicitor's accounts. But, after what took place at the trial, his Lordship thought that the solicitor's books could not now be excluded. And when they were admitted they shewed clearly the nature of the transaction, and that the son was the person who, as between himself and his father, was bound to pay the mortgage debt and the interest on it, so that the payment of interest by him had the effect of keeping the mortgage alive.

STIRLING L.J. and COZENS-HARDY L.J. concurred.

Solicitors: *Hunter & Haynes*; *Nicholls, Manisty & Co.*

W. L. C.

C. A.

*In re* WHITMORE.

May 15

WALTERS v. HARRISON.

*Will—Construction—Gift of residue to members of a class living at period of distribution—Settlement of "the share" of one of*

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. BRADSHAW v. WIDDINGTON. May 15.

*Statute of Limitations—Mortgage—Acknowledgment—Payment of interest—Person "bound to pay"—Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), s. 8.*

Appeal from the decision of Buckley J., [1901] W. N. 148.

In 1879, J. E. Bradshaw mortgaged an estate, of which he was the owner in fee, to the Cust trustees, to secure 517*l.* 14*s.* 6*d.*, with interest thereon at 4 per cent. This sum was really borrowed for the benefit of the mortgagor's son W. Bradshaw, and was handed over to him, and he at the same time executed a bond for 10,000*l.* in favour of his father, conditional to be void on payment by him to his father of 517*l.* 14*s.* 6*d.*, with interest at 4 per cent. The same solicitor acted in the transaction for all the parties, and he, on behalf of W. Bradshaw, regularly paid the interest on the mortgage debt to the Cust trustees. This continued until 1892, when W. Bradshaw paid 517*l.* 14*s.* 6*d.* to the solicitor for the purpose of discharging the mortgage debt. The solicitor misappropriated the money, but he continued to pay the interest to the Cust trustees until 1898.

In 1884 J. E. Bradshaw, who had been in some way induced by the solicitor to believe that the mortgage had been paid off, conveyed part of it for value to J. C. Bradshaw, another son, free from incumbrances. In 1887 J. E. Bradshaw died. He

*the class on her and her children—Death before period of distribution.*

Appeal from the decision of Byrne J., [1901] W. N. 146.

Maria Whitmore, a spinster, who died in 1854, by her will, made in 1849, directed the income of her residuary estate to be paid to her sisters, Sophia and Catherine Whitmore, in equal shares during their joint lives, or until one of them should marry or die, and after the death or marriage of either, then to the other during her life or until she should marry, and after the death or marriage of such surviving or last marrying sister the testatrix declared trusts of a sum of 1000*l.* for her sister Elizabeth Saltmarsh and a niece, and, subject to these provisions, the testatrix directed that her residuary estate should be held in trust for all or such one or more of her brothers and sisters (except Elizabeth, but including Sophia and Catherine, if they or either of them should marry) who should be living at the death or marriage of such surviving or last marrying sister, in equal shares, if more than one, as tenants in common. Provided that if at the death or marriage of such her surviving or last marrying sister, her brothers, or any or either of them, should be dead, or either of her sisters Sophia and Catherine should be dead having previously married, and there should be living any child or children of any one or more of them so dying, who should then have attained or should afterwards attain the age of twenty-one, or who should then have married or should afterwards marry, such child or children should together and *per stirpes* be entitled to such part or share of the trust estate as his, her, or their parent or respective parents would have been entitled to if such parent or parents had been then living. And with respect to "the share" of her sister Charlotte Harrison, the testatrix directed that "the same share" should be held in trust to pay the income thereof to her during her life, for her separate use, and after her death the capital of "the same share" should be held in trust for her child or children, as she should by deed or will appoint, and, in default of appointment, in trust for and to vest in her child or all her children, if more than one, being sons at twenty-one, and being daughters at twenty-one or marriage, and if more than one in equal shares.

At the date of the will the testatrix had living three brothers and four sisters, two of whom, Sophia and Catherine, were unmarried, and the other two, Elizabeth and Charlotte, were married. Sophia and Catherine never married. Catherine died in 1900, having survived all her brothers and sisters. Charlotte Harrison died in 1884. She had four children, all of whom attained twenty-one, but they all died before Catherine. Neither the brothers nor the other married sister of the testatrix left issue.

Byrne J. held that, as Charlotte did not survive the period of distribution, she did not take any share in the fund, and that therefore her children and their representatives could take nothing. In so deciding his Lordship followed *In re Roberts*, (1885) 30 Ch. D. 234, and distinguished *In re Pinhorne*, [1894] 2 Ch. 276, and *In re Powell*, [1900] 2 Ch. 525.

The representatives of Charlotte's deceased children appealed. *Levett, K.C.*, and *Leverson*, for the appellants.

*Younger, K.C.*, and *Hon. Frank Russell*, for the next of kin of the testatrix.

*P. M. Walters*, for the trustees.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.J.J.) allowed the appeal.

STIRLING L.J., who read the judgment of the Court, said that *In re Roberts* was binding on this Court, and their Lordships saw no reason to doubt that the other two cases were well decided. But in all those three cases the wills which had to be construed differed substantially from the will in the present case. The only rule or principle which their Lordships could find to have been laid down in those cases was this—that the words "the share" were susceptible of more than one meaning, and that, in ascertaining the sense in which they were used, the whole will must be regarded. Looking at the whole will in the present case, their Lordships came to the conclusion that by "the share" of Charlotte the testatrix did not mean the share to which Charlotte would be entitled if she survived the period of distribution, but meant an aliquot share of the estate destined for Charlotte and her children. The other construction would involve this capricious and anomalous result—that, if Charlotte had died before the period of distribution, leaving four children, who all attained twenty-one and survived that period, none of them would have taken anything, though they were primary objects of the bounty of the testatrix. In their Lordships' opinion, such a result could not have been intended. The question was one of difficulty, and their Lordships regretted that they had to differ from so accurate and careful a judge. But, on the best construction they could give to the case, they thought the appeal should be allowed.

Solicitors: *Upton, Atkey & Co.*; *Hon. Charles Russell*; *Walters & Co.* W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J.

April 29; May 13.

NIGHTINGALE v. REYNOLDS.

*Mortgage—Portion—Priority—Mortgage by direction of Court to raise two out of three portions charged on real estate.*

A testator, who died in 1851, by his will charged three sums of 5000*l.* for children's portions on his real estate. In the year 1880 two of the portions had become raisable, but the tenant for life of the third portion was still alive. In that year an action of *Muskett v. Muskett*, properly constituted, was brought for the purpose of clearing the real estate from charges, and on the 17th of May, 1882, an order was made directing that the two portions then raisable should be raised by a mortgage of the real estate to a person who was willing to lend the money, such mortgage to be settled by the judge. The mortgage deed as so settled contained recitals of the title to the portions, and of the proceedings in the action, and was expressed to be made as to all the hereditaments comprised therein "without prejudice to any charge which may be subsisting therein under the said will," but was in other respects in the ordinary form of a mortgage in fee. The mortgagee duly paid the money into court, and it was afterwards distributed among the persons interested in the two portions.

The mortgagee now brought the present action for the realization of his mortgage, and claiming priority over the persons interested in the remaining portion of 5000l.

*P. O. Lawrence, K.C., and J. K. Young, for the plaintiff.*

*Warrington, K.C., and Tyssen, for the persons interested in the remaining portion.*

*D. Jones and Peck, for other parties.*

*Cur. adv. vult.*

May 13. **KIRKWOOD J.** held that the plaintiff could only claim a charge on the real estate for the two sums of 5000l. *pari passu* with the third sum of like amount, and this notwithstanding that this third sum was at present only charged in equity by virtue of the will, whereas the plaintiff had a legal mortgage sanctioned by the Court. With the aid of subsequently acquired knowledge it might be said that it would have been better to raise all the portions at one and the same time; but this was quite a different thing from saying that the Court, in fulfilling the testator's directions, which was its only duty, intended to place two of the portions in a better position than the third, or to give the mortgagee a charge for the two in priority to the third, which was from the first equally entitled to a like charge under the will.

*Solicitors: Pasco Daphne; J. M. Yetts; Grundy, Izod & Co.; Rife, Henley & Sweet.*

*C. C. M. D.*

**Wright J.** *In re* **BOBOVSKY & WEINBAUM.** **May 13.**  
*Ex parte* **SALAMAN.**

*Bankruptcy—English bankruptcy—Offence committed in foreign State—Extradition of bankrupt—Property found on bankrupt at date of arrest—Retention by police—Title of trustee in bankruptcy—Evidence of crime—Order for delivery up of property—"Competent authority" to make order—Belgian Extradition Treaty, 1872, art. 12—Extradition Act, 1870 (33 & 34 Vict. c. 52), ss. 9, 10.*

The debtor **Borovsky** was a Russian subject domiciled in England, and the debtor **Weinbaum** was a naturalized British subject. They traded in partnership as dealers in precious stones under the style of "**Borovsky & Weinbaum**" in London, and at Antwerp in Belgium. On the 10th of March, 1902, they were arrested in London on an extradition warrant granted at the instance of the Belgian Government for offences committed in Belgium, and at the date of their arrest property, consisting of bills of exchange, precious stones, and some cash, was found upon them and retained by the police. Article 12 of the Extradition Treaty with Belgium provides that all property belonging to the prisoner and found upon him upon his arrest, shall be returned to him should he be ordered to be extradited, unless otherwise ordered by "the competent authority."

On the 14th of March a receiving order was made against the debtors in England and adjudication followed, and **Salaman** became the trustee in bankruptcy. On the 19th of March the debtors were adjudicated bankrupt in Belgium and a curator of their estate was appointed. On the 19th of April the police magistrate at Bow Street made an order for the extradition of the bankrupts, but declined to give any direction as to property found on them, on the ground that he was not "the competent authority" to deal with the matter. **Salaman** claimed

that the property found on the bankrupts at the date of their arrest had vested in him as trustee in bankruptcy, and now asked that the commissioner of police should be ordered to hand it over to him.

*Muir Mackenzie, for Salaman.*

*Sutton, for the commissioner of police.* The usual practice when a prisoner is extradited is for the police to hand over the property found on him to be used as evidence of the crime at the trial: *Dillon v. O'Brien*, (1887) 16 Cox, 245.

*Edwardes Jones, for the Belgian curator.*

**WRIGHT J.** held that "the competent authority" in the first instance was the police magistrate who made the extradition order, and that the Home Secretary had also authority in the matter. Application should be made to them, and some stipulation should be made as part of the order surrendering the prisoners to the Belgian authorities for the return of the property, after the trial in Belgium was concluded, to the authorities here for the trustee in bankruptcy. This would be without prejudice to the rights of the Belgian creditors to prove in the English bankruptcy.

*Solicitors: Osborn & Osborn; Wontner & Sons; Crawley, Arnold & Co.*

*H. L. F.*

**Farwell J.**

*In re* **CARROLL.**  
**BRICE v. CARROLL.**

**May 9.**

*Administration—Breach of trust—Trust money in hands of solicitor with notice—Solicitor not a party to the action—Order on solicitor to pay money into court—Jurisdiction—Practice.*

This was an action commenced by originating summons to administer the estate of **Elizabeth Carroll**, who died in 1894. The plaintiffs were beneficiaries under the will of **Elizabeth Carroll**, and the defendant was the sole executor. From the accounts carried in by the defendant it appeared that he had received two sums of 225l. 12s. 6d., which he was ordered to pay into court. On motion for a writ of attachment against him for non-compliance with the order, it appeared that he was a clerk in the employment of a **Mr. McIntosh**, a solicitor, who was acting as his solicitor in the action; that he had lent the money in 1895 to **Mr. McIntosh** at 4 per cent. interest without security, who accepted the loan knowing it to be trust money; and that last August he had given **Mr. McIntosh** notice calling in the money, but it was not forthcoming. Thereupon the plaintiffs served **Mr. McIntosh** with a notice of motion for an order that he should bring the money into court. This notice of motion was headed in the action, and also "In the Matter of **Francis Hugh de Mortimer McIntosh**, one of the solicitors of the Supreme Court." **Mr. McIntosh** filed an affidavit in opposition to the motion, in which he stated he intended to repay the money in due course, and objected that the Court had no jurisdiction, in an action to which he was not a party, to order him to pay the money into court.

*Sheldon, for the motion, cited In re Howard, (1871) 24 L. T. (N.S.) 860; Staniar v. Evans, (1886) 34 Ch. D. 470.*

*Muir Mackenzie, for McIntosh.*

**FARWELL J.** held that the cases cited sufficiently supported the application. In such a case as this the Court, in the exercise of its summary jurisdiction over its officers, had ample power to order the money to be brought into court. There



would be an order on Mr. McIntosh to pay the money into court within fourteen days, and also to pay the costs of the motion.

Solicitors: *W. R. Millar & Sons; McIntosh & Shaw.*

H. L. F.

Buckley J. *In re CLARKE'S SETTLEMENT.* May 14.

*Settled land—Tenant for life and remainderman—Capital money, Application of—Alterations and additions with a view to letting—Electric lighting installation—Settled Land Acts, 1882 (45 & 46 Vict. c. 38), s. 25; 1890 (53 & 54 Vict. c. 69), s. 13, sub-s. 2.*

The tenant for life of a house, in which he did not reside, let it to a tenant who insisted on having certain improvements made on the premises, and in particular that electric lighting should be installed in the house. The improvements were carried out by the tenant for life at his own expense, and he now applied to the Court for an order directing the trustees of the settlement to repay to him out of capital moneys in their hands (*inter alia*) the cost of the installation.

*W. A. Peck (Birrell, K.C., with him), for the summons.*

*T. H. Robertson, for the trustees.*

BUCKLEY J. said that the question depended upon the construction of sect. 13, sub-sect. 2, of the Settled Land Act, 1890, and whether the word "additions" in the sub-section meant additions of any kind, or must be confined to structural additions. The frame of the section shewed that alterations and additions meant alterations and additions to the building; and an alteration must of necessity be structural: it could not be effected in any other way. The sub-section referred to an addition to the building of some further building, or an alteration in the building by removing and replacing in some other form of some part of the building—that is, that both one and the other must be structural. In *In re Gaskell's Settled Estates*, [1894] 1 Ch. 485, Chitty J. had construed the sub-section in that way, and had refused to treat a boiler and hot-water pipes as additions. It was true that in *In re Preake's Settlement*, [1902] 1 Ch. 97, the cost of an installation of electric lighting had been allowed out of capital, but he had the authority of Joyce J. for stating that that learned judge was only dealing with the particular facts of the case before him, and was not laying down any general rule. It was impossible to distinguish an electric lighting installation from a boiler and hot-water pipes. The application must be refused.

Solicitors: *Frere, Cholmeley & Co.*

H. C. R.

Joyce J. *RIDD v. THORNE.* May 8, 9, 13

*Solicitor—Lien for costs—Partnership action—Money in court and in hands of receiver—"Property recovered or preserved"—Judgment creditor—Charging order—Priority—Solicitors Act, 1860 (23 & 24 Vict. c. 127), s. 28.*

This was a summons by the plaintiff's solicitor in a partnership action asking for a charging order in respect of his costs over a fund in court, and upon moneys in the hands of a receiver appointed in the action. After the appointment of the receiver, three orders had been made in chambers in favour of judgment creditors of the partnership firm giving them charges on the assets in or to come into the hands of the receiver. The receiver had paid 300*l.* into court, and retained 52*l.* in his hands. It was contended on behalf of the solicitor that he was entitled under sect. 28 of the Solicitors Act, 1860, to a charging order for his costs in priority to the judgment creditors.

*Younger, K.C., and T. Douglas, for the applicant.*

*Cecil Bovill and E. Clayton, for the judgment creditors, relied upon Kewney v. Attrill, (1886) 84 Ch. D. 845.*

JOYCE J. doubted whether Kay J. in *Kewney v. Attrill* intended to give any charge, except as amongst the creditors themselves, or as against the partners. This case fell within the observations of Romer J. in *Scholey v. Peck*, [1893] 1 Ch. 709. The judgment creditors who had obtained these orders were not "purchasers for value without notice" within the meaning of sect. 28 of the Solicitors Act, 1860, and the applicant was entitled to a charging order for his costs in priority to the judgment creditors.

Solicitors: *Harry Watkins; Smith & Hudson; Ward, Perks & McKay.*

G. A. S.

Joyce J. *In re DUKE OF CLEVELAND'S SETTLED ESTATES AND THE* May 13, 14

*SETTLED LAND ACTS, 1882-1890.*

*Settled Land Act—Capital money—Investment—Tenant for life—Right to direct employment by trustees of particular broker—Settled Land Act, 1882 (45 & 46 Vict. c. 38), ss. 21, 22, 31.*

This was a summons taken out by the tenant for life of the estates settled by the will of the late Duke of Cleveland, asking that the trustees of the will, who were also trustees for the purposes of the Settled Land Acts, might be directed to apply capital moneys in their hands, applicable for investment under the Acts, in the purchase, through a particular firm of brokers nominated by the applicant, of such authorized investments as he might direct.

The trustees claimed the right to employ their own brokers.

*Younger, K.C., and Brinton, for the tenant for life, relied upon sect. 22, sub-sect. 2, and sect. 31, sub-sect. 1 (vi), of the Settled Land Act, 1882, and In re Lord Coleridge's Settlement, [1895] 2 Ch. 704.*

*Hughes, K.C., and E. Beaumont, for the trustees, were not called upon.*

JOYCE J. held, following *In re Hotham*, [1901] 2 Ch. 790, that the trustees were entitled to select their own brokers.

Solicitors: *Jennings & Finch; Dawson, Bennett, Ryde & Co.*

G. A. S.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any Reporter acting for the Council as soon as possible after application furnish the necessary papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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## TUESDAY, June 3.

*City Estates Company, Limited v. Jaffray.* Appeal from Kekewich J. Allowed.  
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*Ashworth v. English Card Company.* Appeal from Joyce J. Part heard.

## WEDNESDAY, June 4.

*Ashworth v. English Card Company.* Appeal from Joyce J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## Supreme Court of Judicature

## COURT OF APPEAL.

C. A. *In re McMURDO.* May 27, 1902.  
 PENFIELD v. McMURDO.

*Practice—Administration—Insolvent estate—Secured creditor—Withdrawal of proof—Certificate—Application to restore proof—Rules of Bankruptcy—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), Sched. II.—Judicature Act, 1875 (38 & 39 Vict. c. 77), s. 10—Rules of the Supreme Court, Order LV., rr. 57, 71.*

Appeal from Swinfen Eady J., ante, p. 87.

E. McMURDO, the testator in this action, died in 1889 insolvent, and on the 25th of July, 1889, an order was made for the administration of his estate. The present appellant was a creditor for 47,000*l.*, as security for which he held (inter alia) shares and debentures in the Delagoa Bay and East African Railway Company. The railway had been seized by the Portuguese Government, and an arbitration tribunal was appointed in June, 1891. The appellant declined to prove for his debt, and stated that he preferred to rely upon his securities. On the 15th of December, 1893, the chief clerk filed his certificate in which the appellant's claim was entered as disallowed. Nothing was done till the award in the arbitration was made in 1900, and resulted in the appellant receiving only 14,482*l.* In December, 1900, he took out a summons for leave to prove, and this was dismissed on the 16th of December, 1901. There was no appeal from this decision. On the 14th of January, 1902, the appellant took out a summons to vary the certificate by allowing his claim, and that he might be at liberty to prove for his debt. The summons was dismissed in chambers; the appellant moved to discharge the order, and on the refusal of the motion by Swinfen Eady J. he appealed.

*Muir Mackenzie and R. J. Parker*, for the appellant.

*Upjohn, K.C., and Eastwick*, for a creditor having the conduct of the proceedings.

*Jenkins, K.C., and Whinney*, for the executrix.

THE COURT (Vaughan Williams, Romer, and Stirling L.JJ.)

allowed the appeal. They said that an extension of time for appealing from the order made on the 16th of December, 1901, ought to be granted, so that the doubt whether the question had been decided by that order might be avoided. Under sect. 10 of the Judicature Act, 1875, the Bankruptcy Rules applied to this case, and under them a creditor could come in and prove at any time if there were assets undistributed, and if no injustice would be caused. He could do the same thing in the Chancery Division. The appellant's debt had not been adjudicated upon before the certificate was made, and he had never agreed to give up his right to prove. Under the Chancery practice the disallowance in the certificate was not a fatal objection, but a secured creditor could come in and prove upon such terms as the Court thought fit to impose. So the certificate need not even be varied, although the Court had power to do that under Rules of the Supreme Court, Order LV., r. 71. The creditor could prove notwithstanding the certificate: *In re Metcalfe*, (1879) 13 Ch. D. 236. If special circumstances were a necessary condition, they existed in this case.

The Court accordingly gave leave to prove on certain terms notwithstanding the certificate.

Solicitors: *Hollams, Sons, Coward & Hawksley; Hurford & Taylor; Harston & Bennett.*  
H. C. R.

C. A. May 29.  
**MORRIS v. NORTHERN EMPLOYERS' MUTUAL INDEMNITY COMPANY, LIMITED.**

*Employer and workman—Workmen's compensation—Winding-up of employer company—Order for payment of insurance money by insurers—Appeal, Right of—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), s. 5—County Courts Act, 1888 (51 & 52 Vict. c. 43), s. 120.*

Appeal from the order of a Divisional Court reversing the order of a county court judge as after-mentioned.

The appellant, a workman, having obtained an award of compensation against his employers, a limited company, under the Workmen's Compensation Act, 1897, the company subsequently went into liquidation. An application was thereupon made to a county court judge for an order directing payment by the respondents, the Northern Employers' Mutual Indemnity Company, as insurers in respect of the employers' liability, of a sum, which it was alleged the employers were entitled to receive from them as insurance money, in accordance with sect. 5 of the Workmen's Compensation Act, 1897. The county court judge made an order accordingly. On appeal to a Divisional Court, they reversed his order on the ground that no sum was due from the respondents to the employers as alleged.

*Buegg, K.C.*, and *Chester Jones*, for the appellant, contended that no appeal lay to the Divisional Court from the order of the county court judge.

*Haldane, K.C.*, and *F. E. Smith*, for the respondents.

THE COURT (Collins M.R., Mathew L.J., and Cozens-Hardy L.J.) held that an appeal lay to the Divisional Court from the order of the county court judge by virtue of sect. 120 of the County Courts Act, 1888, and that the decision of the Divisional Court was correct.

*Appeal dismissed.*

Solicitors for the appellant: *Chester & Co.*, for *Fielding & Fernihough*, Bolton.

Solicitors for the respondents: *Rowcliffes, Rawle & Co.*, for *Peace & Ellis*, Wigan.  
E. L.

C. A. May 29.  
**RICHARDS v. DE WINTON.**  
**RICHARDS v. EVANS.**

*Common lands—Lands taken for public undertaking—Compensation for commonable rights—Apportionment—Determination of persons interested—Jurisdiction—Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), s. 104—Inclosure, &c., of Land Act, 1854 (17 & 18 Vict. c. 97), s. 17.*

Appeal against the decision of Kekewich J., [1901] 2 Ch. 566. The plaintiff claimed to be solely entitled to commonable rights over parts of two commons which had been taken by a district council for the construction of waterworks. Agreements had been entered into between the council and an agent for the commoners of the two commons respectively, by which the council agreed to pay 40*l.* per acre for the extinction of commonable rights over the lands which they required. Meetings of the commoners had been held, under the provisions of the Lands Clauses Consolidation Act, 1845, and committees had been appointed of the commoners respectively. The committees had ratified the agreements. The members of the committees were the defendants to the actions respectively. The defendants had in their hands 3000*l.*, paid by the council for the extinction of commonable rights over the lands taken by them.

The plaintiff claimed a declaration that he was entitled to the whole of the 3000*l.*

Kekewich J. held, upon the construction of the above sections, that the committee of commoners, or, in case of difficulty, the Board of Agriculture, were the proper tribunal to determine among what persons and in what shares the compensation should be apportioned, and that the Court had no jurisdiction.

The plaintiff appealed.

*Uppjohn, K.C.*, and *R. Rowlands*, for the plaintiff.

*S. T. Evans, K.C.*, and *R. J. Parker*, for the defendants.

Before the plaintiff's counsel had concluded their argument, the parties came to an agreement to refer it to a person to be named by them to hold an inquiry for the purpose of ascertaining the persons entitled to the fund and the nature of their interests.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) thereupon ordered the appeal to stand over generally, with liberty to apply to restore it to the list.

Solicitors: *Schultz & Son*, for *Gwilym James, Charles & Davies, Merthyr Tydfil*; *Sharpe, Parker & Co.*, for *D. T. Jeffreys*, Brecon.  
W. L. C.

C. A. June 2.  
**WIGHTWICK v. POPE AND OTHERS.**  
*Practice—Security for costs—Application for new trial.*

Application by the plaintiff for an order for security for costs of a motion by defendants for judgment or a new trial.

*Mackinnon*, for the plaintiff.

*G. A. Scott*, for the defendants, referred to *Heckscher v. Crosley*, [1891] 1 Q. B. 224.

*Cur. adv. vult.*

June 2. THE COURT (Collins M.R., Mahey L.J. and Cozens-Hardy L.J.) gave judgment to the effect that, after consultation with the other members of the Court, they had come to the conclusion that the rule of practice laid down in *Heckscher v. Crosley*, [1891] 1 Q. B. 224, ought no longer to be treated as binding, and that the Court would exercise in the case of applications for new trials a discretion with regard to ordering security for costs similar to that which they exercise in the case of other appeals: and, that being so, they were of opinion that under the circumstances of the case the application should be granted, and an order made for security for costs to the extent of 25%.

*Application granted.*

Solicitors for the plaintiff: *Nicol, Son & Jones*.

Solicitors for the defendants: *Wontner & Sons*.

E. L.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J.

May 27.

*In re LEGH'S SETTLED ESTATE.*

*Settled estate—Capital moneys—Rebuilding principal mansion-house—Dry-rot—Salvage—Settled Land Act, 1890 (53 & 54 Vict. c. 69), s. 13, sub-s. (iv).*

This was an application by the tenant for life of a settled estate that the trustees might be directed to pay out of capital moneys in their hands a sum of 17,109 $\frac{1}{2}$ ., which had been expended by the tenant for life in rebuilding and reconstructing the principal mansion-house in consequence of dry-rot. It appeared that the dry-rot fungus had spread through the greater part of the house, and nearly the whole of it had to be taken down and rebuilt. No scheme was laid before the trustees, as it was found to be impossible to foresee the extent of the works required. The rental of the estate was 22,153 $\frac{1}{2}$ l.

*J. Mulligan, K.C.*, and *R. J. A. Morrison*, for the tenant for life, submitted that the expenses incurred were in the nature of salvage, and that, therefore, the Court under its general jurisdiction had power to allow the entire sum asked for, and not merely the amount of one-half of the annual rental as provided by the Settled Land Act, 1890, s. 13, sub-s. (iv.). They referred to *In re Willis*. *Willis v. Willis*, [1902] 1 Ch. 15.

*L. F. Potts*, for the trustees.

KEKEWICH J., being satisfied that the rebuilding of the mansion-house was necessary, sanctioned the repayment to the tenant for life by the trustees of the sum of 11,076 $\frac{1}{2}$ l., being one-half of the annual rental, but declined to allow the payment of any further sum by way of salvage.

Solicitors: *Philpot & Morrell*, for *Potts, Potts & Gardner*,  
C. ester. C. C. M. D.

Wright J.

*In re WHITE.*

May 29.

*Ex parte NICHOLS.*

*Bankruptcy—Taxation of costs—Solicitors' retainer—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 57, 73—Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), s. 15.*

In this case Dawes & Sons acted as solicitors for Mr. Nichols, the trustee, under his instructions contained in a minute duly entered in the trustee's minute-book, and signed by the committee of inspection, as follows: "That Messrs. Dawes & Sons, of 9, Angel Court, Throgmorton Street, be and they are hereby appointed the solicitors to act for and on behalf of the trustee in all actions, proceedings, and applications, and generally herein on the instructions of the said trustee."

Under this retainer and on instructions from the trustee, Dawes & Sons (1) attended the public examination of the bankrupt by counsel; (2) opposed the bankrupt's discharge by counsel; (3) and brought actions against certain debtors to the estate. Subsequently, on taxation of the solicitors' bill of costs against the trustee, the taxing master disallowed all the charges in relation to the three items above mentioned, on the ground that they were not sanctioned by the retainer, which was too general in its terms.

The trustee now applied that the taxing master might be directed to allow the items in question, and deposed that when the retainer was given it was fully considered by him and the committee of inspection, and was intended to embrace and apply to every matter arising in the bankruptcy on which it would be necessary in his discretion to employ a solicitor, particularly as to bringing actions, if necessary, to collect outstanding accounts.

*T. F. Hobson*, for the application.

WRIGHT J. confirmed the decision of the taxing master, and dismissed the application.

Solicitors: *Dawes & Sons*.

H. L. F.

Wright J.

*In re DRUCKER.*

May 29.

*Ex parte BADEN.*

*Bankruptcy—Examination of witness abroad—Jurisdiction—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 27, 105, 118.*

This was an *ex parte* application by the trustee in bankruptcy for an order under sect. 27 of the Bankruptcy Act, 1883, for the examination of the bankrupt, and his brother and mother, before the special examiner who had been appointed by the Court to take the examination of the mother at Zurich in Switzerland under these circumstances.

The bankrupt was a naturalized British subject. He was on the Continent, and had not surrendered for his public examination, and declined to give the trustee any information as to his property and affairs. His mother, who was a foreigner, lodged a proof against his estate for 10,000 $\frac{1}{2}$ l., supported by affidavits; but her attendance in England for cross-examination on her claim could not be obtained.

On the 16th of May, on her application, an order was made for the appointment of a special examiner for the purpose of taking her evidence at Zurich in Switzerland. Thereupon the trustee applied for an order under sect. 27 as above stated. There was evidence that the bankrupt and his brother would

most probably be present at the examination of their mother under the order of the 16th of May, and that they could give valuable information as to the bankrupt's property and fortune in Holland if they would tender themselves for examination.

*Carrington*, for the application.

WRIGHT J. held that he had no jurisdiction to make the order. The words "or in any other place out of England," in sub-sect. 6 of sect. 27, must be read with some limitation, and could not extend to places not within the jurisdiction of the British Crown.

Solicitors: *King, Wigg & Co.*

H. L. F.

Byrne J. JARED v. CLEMENTS. May 31.

*Vendor and purchaser—Equitable mortgage—Notice—Fraud of vendor's solicitor—Legal estate—Possession of deeds—Forged receipt—Priority.*

The question for decision was which of two innocent parties was to suffer by the fraud of a solicitor named Charles Parr. The facts were shortly as follows: In January, 1897, one Joseph Taylor purchased two leasehold houses, and applied to his solicitor Charles Parr to find him 450*l.* to complete his purchase. The plaintiff, another client of Parr's, at Parr's request found the money, and Taylor, on the 15th of January, 1897, signed a memorandum of deposit in favour of the plaintiff for the 450*l.* so advanced, and charged the houses comprised in the title-deeds deposited by way of equitable mortgage for securing to the plaintiff the repayment of the sum of 450*l.*, with interest at 5*l.* per cent. The title-deeds remained with Parr as the plaintiff's solicitor. In September, 1898, a receiving order in bankruptcy was made against Taylor, which was rescinded in January, 1899. In July, 1899, Taylor contracted to sell these two houses to the defendant for 630*l.*, Parr acting as his solicitor in the matter of this sale. The abstract of title as delivered did not disclose the equitable mortgage of January, 1897, but, on searching the file in bankruptcy to satisfy themselves that the receiving order had been discharged, the purchaser's solicitors discovered the existence of the equitable mortgage in favour of the plaintiff, and they thereupon required it to be discharged, to which Parr replied that he should be prepared to hand over the same with a receipt indorsed on completion. On the 10th of August, 1899, the purchase was completed, and an assignment of the property by the vendor to the defendant, passing the legal estate, was executed, and at the same time the memorandum of deposit, with what purported to be a receipt, signed by the plaintiff, for all moneys due on the security, was handed over to the defendant's solicitor together with the title-deeds relating to the property. As a fact, the signature to the receipt was not that of the plaintiff, who knew nothing at all about the transaction, but was a forgery committed by Parr. Under these circumstances the question now raised was whether the defendant, having the legal estate and possession of the title-deeds, was entitled to hold the property free from the 450*l.* mortgage, or whether the plaintiff as equitable mortgagee could uphold his security.

*Norton, K.C.*, and *T. T. Methold*, for the plaintiff, contended that the defendant had purchased with notice of an incumbrance which as a fact was still subsisting, and consequently

that the possession of the deeds and the legal estate did not help him.

*Rowden, K.C.*, and *W. H. Cozens-Hardy*, for the defendant, argued that the purchaser had taken all reasonable precautions, and that as between two equally innocent parties with equal equities, who had both been defrauded, the possession of the legal estate and the deeds was sufficient to protect him against the plaintiff's claim.

BYRNE J. held that the contention of the plaintiff must prevail; there was a subsisting charge in his favour of which the defendant had notice prior to the payment of the purchase-money; having this notice, it was for the defendant, or his solicitors, to be satisfied that the incumbrance was discharged before parting with the money; they were satisfied with what appeared to be, but was not in fact, sufficient evidence, and his Lordship was unable to say that the fraud practised upon them by the vendor's solicitor, Parr, enabled the defendant to stand in the same position as if he had never had notice of the charge.

Solicitors: *Watson, Dyer & Rydon; Shepherds & Walters.*

W. C. D.

Farwell J. AERATORS, LIMITED v. TOLLITT. May 31.

*Company—Name—Proposed new company—Similarity of name—Injunction—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 20.*

The plaintiff company was incorporated in February, 1900, for the purpose of working a certain patent for the instantaneous automatic aeration of liquids, and was carrying on a large business. The defendants were the seven signatories to the memorandum and articles of association of a new company, to be called "Automatic Aerator Patents, Limited," and had lodged the necessary papers for registration at Somerset House. The plaintiff company hearing of this, at once commenced this action against the defendants, claiming an injunction to restrain them from registering a company under the title of "Automatic Aerator Patents, Limited," or in any other name so nearly resembling the name of the plaintiff company as to be calculated to deceive. It was admitted that the apparatus and patents of the defendants were different to those of the plaintiffs, but the plaintiffs objected to the use by the defendants of the word "aerator" as part of the name of the new company on the ground that it was calculated to mislead the public into the belief that the business of the new company was identical with the plaintiffs' business.

*Jenkins, K.C.*, and *J. G. Wood*, for the plaintiffs.

*Upjohn, K.C.*, and *G. P. Lawrence*, for the defendants.

FARWELL J. held that the plaintiff company had no monopoly of the word "aerator," which was a word in common use in the English language, and dismissed the action with costs.

Solicitors: *Wainwright & Co.; Hind & Robinson.*

H. L. F.

Buckley J. May 28.

*In re "GROSVENOR" HOUSE PROPERTY ACQUISITION AND INVESTMENT BUILDING SOCIETY.*

*Building Society—Cancellation of registry—Winding-up—Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 6, sub-ss. 1, 5; s. 8.*

The society was registered in 1878, under the Building Societies Act, 1874, and had a nominal capital of 175,000*l.* in shares, and a paid-up capital of about 82*l.* Prior to 1880 the society became indebted to W. Stollard, a shareholder, in the sum of about 31*l.* for rent, and moneys paid on behalf of the society. The society did not carry on business after the year 1880, and in 1895 its registration was cancelled under sect. 6, sub-s. 5, of the Building Societies Act, 1894. Stollard petitioned for the winding-up of the society, alleging that it had ceased to carry on business for some years, that it was insolvent, and that its assets, so far as he had been able to ascertain, consisted of the sum of 73*l.* and interest in the hands of its bankers.

*P. Rose-Innes*, for the petitioner.

BUCKLEY J. said that the object of the petition was to obtain payment out, for the benefit of the creditors, of the money in the bank. Sect. 6, sub-sect. 5, of the Act of 1894 said that a society whose registry had been cancelled should "absolutely cease to enjoy as such the privileges of a society under the Building Societies Acts, but without prejudice to any liability actually incurred by the society, and any such liability may be enforced against the society as if the cancelling . . . had not taken place." And sect. 8, sub-sect. 1, said that, "notwithstanding anything in the Building Societies Acts, every society under those Acts shall be deemed to be a company within the meaning of the Companies (Winding-up) Act, 1890." The petition was filed to enforce a liability. In *In re Anglo-American Exploration and Development Company*, [1898] 1 Ch. 100, Vaughan Williams J. held that where the name of a company had been struck off the register under the Companies Act, 1880, a creditor's remedy was to petition for a winding-up order. The effect of making a winding-up order against the society would be that the official receiver would be able to get the money from the bank. The winding-up order would therefore be made, but no proceeding under it, beyond obtaining the money from the bank, was to taken without the leave of the Court.

Solicitors: *H. Roger Sudd*.

F. E.

Joyce J. SWEET v. BISHOP OF ELY. May 16.

*Ecclesiastical law—Offences by clergymen—Deprivation—Separation order by Court of summary jurisdiction—Persistent cruelty—Statute—Construction—Repeal—Re-enactment with modification—Clergy Discipline Act, 1892 (55 & 56 Vict. c. 32), s. 1, sub-s. 1 (d), (e)—Matrimonial Causes Act, 1878 (41 & 42 Vict. c. 19), s. 4—Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39), ss. 4, 5—Interpretation Act, 1889 (52 & 53 Vict. c. 63), s. 38, sub-s. 1.*

This was a motion by the plaintiff, the vicar of Cowlings, against the defendants, the bishop of the diocese, the churchwardens of the parish, and the patrons of the living, for an injunction to restrain them from acting upon a declaration made by the bishop on the 7th of March, 1902, that the vicarage was vacant.

On the 28th of January, 1902, the Newmarket justices, upon an application by the plaintiff's wife, made a separation order under the Summary Jurisdiction (Married Women) Act, 1895, against the plaintiff upon the ground of his persistent cruelty

to her, and in consequence of this order the bishop, acting under sect. 1 of the Clergy Discipline Act, 1892, declared the vicarage to be vacant. The plaintiff disputed the validity of this declaration. By sect. 1, sub-s. 1, of the Clergy Discipline Act, 1892, "if either (d) an order for judicial separation is made against a clergyman in a divorce or matrimonial cause, or (e) a separation order is made against a clergyman under the Matrimonial Causes Act, 1878," the bishop is required to declare the preferment (if any) held by such clergyman vacant as from the date of the order.

By sect. 4 of the Matrimonial Causes Act, 1878, "if a husband shall be convicted summarily or otherwise of an aggravated assault within the meaning of the statute 24 & 25 Vict. c. 64, s. 43, upon his wife, the Court or magistrate before whom he shall be so convicted may . . . order that the wife shall be no longer bound to cohabit with her husband; and such order shall have the force and effect in all respects of a decree of judicial separation on the ground of cruelty."

That section was repealed by the Summary Jurisdiction (Married Women) Act, 1895; but sect. 4 of that Act enabled a married woman whose husband shall have been convicted of certain assaults upon her of the character therein mentioned or whose husband shall have been guilty of persistent cruelty to her, and shall by such cruelty have caused her to live apart from him, to apply to a Court of summary jurisdiction for an order under the Act; and sect. 5 empowers the Court to make an order containing (*inter alia*) a provision that the applicant shall be no longer bound to cohabit with her husband, "with effect from the date of the order, and with effect in all respects of a decree of judicial separation on the ground of cruelty." By sect. 38, sub-sect. 1, of the Interpretation Act, 1889, "where any Act repeals and re-enacts with or without modification any provisions of a former Act, references in any other Act to the provisions so repealed shall, unless the contrary intention appears, be construed as references to the provisions so re-enacted."

*E. Clayton*, for the plaintiff.

*Dibdin, K.C.*, and *G. J. Talbot*, for the bishop and churchwardens.

*J. Pawley Bate*, for the patrons.

JOYCE J. held (1) that the provision in the Summary Jurisdiction (Married Women) Act, 1895, which authorized the making of a separation order on the ground of persistent cruelty, could not be treated as a re-enactment, or part of a re-enactment, with modification of the provision in the Matrimonial Causes Act of 1878, enabling a separation order to be made upon the ground of a conviction for an aggravated assault, so as to require the bishop, for the purposes of the Clergy Discipline Act, 1892, to treat a separation order under the Act of 1895 as if it had been a separation order under the Act of 1878; (2) that a separation order made under the Act of 1895 was not an order for judicial separation in a divorce or matrimonial cause within sect. 1, sub-sect. 1 (d), of the Clergy Discipline Act of 1892. He therefore held that the declaration was invalid and granted an injunction.

Solicitors: *Ruston, Clark & Ruston*, for *A. H. & A. Ruston*, Newmarket; *Lee, Bolton & Lee*; *Cole & Jackson*, for *Francis & Collin*, Cambridge.

H. B. H.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

FRIDAY, June 6.

*Marshall v. Rudeforth.* Appeal from County Court. Dismissed.  
*Armitage v. Lancashire and Yorkshire Railway Company.* Appeal from County Court. Allowed.  
*Hughes v. Lancashire and Yorkshire Railway Company.* Appeal from County Court. Dismissed.  
*Hilder v. Rock, Hawkins & Thorpe.* Appeal from County Court. Dismissed.  
*Collins v. Johnson & Co. and The Secretary of State for War.* Appeal from County Court. Dismissed.  
*Edmondson v. Mayor, &c., of Burnley.* Appeal from County Court. Dismissed.  
*Southern v. Abram Coal Company, Limited.* Appeal from County Court. Part heard.

SATURDAY, June 7.

*Southern v. Abram Coal Company, Limited.* Appeal from County Court. Dismissed.  
*Mall v. Tubes, Limited.* Appeal from County Court. Dismissed.  
*Bond v. Grenville.* Appeal from County Court. Part heard.

TUESDAY, June 10.

*Hughes v. Pump House Hotel Company, Limited.* Appeal from Wright J. *Cur. adv. vult.*  
*McIver & Co., Limited v. Tate Steamers, Limited.* Appeal from Bigham J. Dismissed.  
*Cadman v. Ward.* Appeal from Bucknill J. Allowed.  
*Marshall v. Daniels and Others.* Appeal from Bucknill J. Dismissed.  
*Whitbread & Co., Limited v. Shutske.* Appeal from Lawrance J. Dismissed.  
*Dupont and Others v. British South African Company.* Appeal from Kennedy J. Dismissed.

WEDNESDAY, June 11.

*Hughes v. Pump House Hotel Company, Limited.* Appeal from Wright J. Allowed.  
*Bond v. Grenville.* Appeal from County Court. Dismissed.  
*Francis Morton & Co., Limited v. Woodward.* Appeal from County Court. Allowed.  
*Fenton v. J. Thorley & Co., Limited.* Appeal from County Court. Dismissed.  
*Thomas v. Nizon's Navigation Company, Limited.* Appeal from County Court. Dismissed.

THURSDAY, June 12.

*Burr v. William Whiteley, Limited.* Appeal from County Court. Allowed.  
*Gros and Others v. Barnett.* Appeal from Grantham J. New trial ordered.

**COURT II.**

THURSDAY, June 5.

*Ashworth v. English Card Company.* Appeal from Joyce J. Part heard.



*the class on her and her children—Death before period of distribution.*

Appeal from the decision of Byrne J. [1901] W. N. 146.

Maria Whitmore, a spinster, who died in 1854, by her will, made in 1849, directed the income of her residuary estate to be paid to her sisters, Sophia and Catherine Whitmore, in equal shares during their joint lives, or until one of them should marry or die, and after the death or marriage of either, then to the other during her life or until she should marry, and after the death or marriage of such surviving or last marrying sister the testatrix declared trusts of a sum of 1000*l.* for her sister Elizabeth Saltmarsh and a niece, and, subject to these provisions, the testatrix directed that her residuary estate should be held in trust for all or such one or more of her brothers and sisters (except Elizabeth, but including Sophia and Catherine, if they or either of them should marry) who should be living at the death or marriage of such surviving or last marrying sister, in equal shares, if more than one, as tenants in common. Provided that if at the death or marriage of such her surviving or last marrying sister, her brothers, or any or either of them, should be dead, or either of her sisters Sophia and Catherine should be dead having previously married, and there should be living any child or children of any one or more of them so dying, who should then have attained or should afterwards attain the age of twenty-one, or who should then have married or should afterwards marry, such child or children should together and *per stirpes* be entitled to such part or share of the trust estate as his, her, or their parent or respective parents would have been entitled to if such parent or parents had been then living. And with respect to "the share" of her sister Charlotte Harrison, the testatrix directed that "the same share" should be held in trust to pay the income thereof to her during her life, for her separate use, and after her death the capital of "the same share" should be held in trust for her child or children, as she should by deed or will appoint, and, in default of appointment, in trust for and to vest in her child or all her children, if more than one, being sons at twenty-one, and being daughters at twenty-one or marriage, and if more than one in equal shares.

At the date of the will the testatrix had living three brothers and four sisters, two of whom, Sophia and Catherine, were unmarried, and the other two, Elizabeth and Charlotte, were married. Sophia and Catherine never married. Catherine died in 1900, having survived all her brothers and sisters. Charlotte Harrison died in 1884. She had four children, all of whom attained twenty-one, but they all died before Catherine. Neither the brothers nor the other married sister of the testatrix left issue.

Byrne J. held that, as Charlotte did not survive the period of distribution, she did not take any share in the fund, and that therefore her children and their representatives could take nothing. In so deciding his Lordship followed *In re Roberts*, (1885) 30 Ch. D. 234, and distinguished *In re Pinhorne*, [1894] 2 Ch. 276, and *In re Powell*, [1900] 2 Ch. 525.

The representatives of Charlotte's deceased children appealed.

*Levett, K.C.*, and *Leverson*, for the appellants.

*Younger, K.C.*, and *Hon. Frank Russell*, for the next of kin of the testatrix.

*P. M. Walters*, for the trustees.

THE COURT (Collins M.R., and Stirling and Cozens-Hardy L.J.J.) allowed the appeal.

STIRLING L.J., who read the judgment of the Court, said that *In re Roberts* was binding on this Court, and their Lordships saw no reason to doubt that the other two cases were well decided. But in all those three cases the wills which had to be construed differed substantially from the will in the present case. The only rule or principle which their Lordships could find to have been laid down in those cases was this—that the words "the share" were susceptible of more than one meaning, and that, in ascertaining the sense in which they were used, the whole will must be regarded. Looking at the whole will in the present case, their Lordships came to the conclusion that by "the share" of Charlotte the testatrix did not mean the share to which Charlotte would be entitled if she survived the period of distribution, but meant an aliquot share of the estate destined for Charlotte and her children. The other construction would involve this capricious and anomalous result—that, if Charlotte had died before the period of distribution, leaving four children, who all attained twenty-one and survived that period, none of them would have taken anything, though they were primary objects of the bounty of the testatrix. In their Lordships' opinion, such a result could not have been intended. The question was one of difficulty, and their Lordships regretted that they had to differ from so accurate and careful a judge. But, on the best construction they could give to the case, they thought the appeal should be allowed.

Solicitors: *Upton, Atkey & Co.*; *Hon. Charles Russell*; *Walters & Co.* W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J.

April 29; May 13.

NIGHTINGALE *v.* REYNOLDS.

*Mortgage—Portion—Priority—Mortgage by direction of Court to raise two out of three portions charged on real estate.*

A testator, who died in 1851, by his will charged three sums of 5000*l.* for children's portions on his real estate. In the year 1880 two of the portions had become raisable, but the tenant for life of the third portion was still alive. In that year an action of *Muskett v. Muskett*, properly constituted, was brought for the purpose of clearing the real estate from charges, and on the 17th of May, 1882, an order was made directing that the two portions then raisable should be raised by a mortgage of the real estate to a person who was willing to lend the money, such mortgage to be settled by the judge. The mortgage deed as so settled contained recitals of the title to the portions, and of the proceedings in the action, and was expressed to be made as to all the hereditaments comprised therein "without prejudice to any charge which may be subsisting therein under the said will," but was in other respects in the ordinary form of a mortgage in fee. The mortgagee duly paid the money into court, and it was afterwards distributed among the persons interested in the two portions.



The mortgagee now brought the present action for the realization of his mortgage, and claiming priority over the persons interested in the remaining portion of 5000l.

*P. O. Lawrence, K.C., and J. K. Young, for the plaintiff.*

*Warrington, K.C., and Tyssen, for the persons interested in the remaining portion.*

*D. Jones and Peck, for other parties.*

*Cur. adv. vult.*

May 13. **KERWICH J.** held that the plaintiff could only claim a charge on the real estate for the two sums of 5000l. *pari passu* with the third sum of like amount, and this notwithstanding that this third sum was at present only charged in equity by virtue of the will, whereas the plaintiff had a legal mortgage sanctioned by the Court. With the aid of subsequently acquired knowledge it might be said that it would have been better to raise all the portions at one and the same time; but this was quite a different thing from saying that the Court, in fulfilling the testator's directions, which was its only duty, intended to place two of the portions in a better position than the third, or to give the mortgagee a charge for the two in priority to the third, which was from the first equally entitled to a like charge under the will.

*Solicitors: Pasco Daphne; J. M. Yetts; Grundy, Izod & Co.; Rife, Henley & Sweet.*

*C. C. M. D.*

**Wright J.** *In re* **BOROVSKY & WEINBAUM.** May 13.  
*Ex parte SALAMAN.*

*Bankruptcy—English bankruptcy—Offence committed in foreign State—Extradition of bankrupt—Property found on bankrupt at date of arrest—Retention by police—Title of trustee in bankruptcy—Evidence of crime—Order for delivery up of property—"Competent authority" to make order—Belgian Extradition Treaty, 1872, art. 12—Extradition Act, 1870 (33 & 34 Vict. c. 52), ss. 9, 10.*

The debtor **Borovsky** was a Russian subject domiciled in England, and the debtor **Weinbaum** was a naturalized British subject. They traded in partnership as dealers in precious stones under the style of "**Borovsky & Weinbaum**" in London, and at Antwerp in Belgium. On the 10th of March, 1902, they were arrested in London on an extradition warrant granted at the instance of the Belgian Government for offences committed in Belgium, and at the date of their arrest property, consisting of bills of exchange, precious stones, and some cash, was found upon them and retained by the police. Article 12 of the Extradition Treaty with Belgium provides that all property belonging to the prisoner and found upon him upon his arrest, shall be returned to him should he be ordered to be extradited, unless otherwise ordered by "the competent authority."

On the 14th of March a receiving order was made against the debtors in England and adjudication followed, and **Salaman** became the trustee in bankruptcy. On the 19th of March the debtors were adjudicated bankrupt in Belgium and a curator of their estate was appointed. On the 19th of April the police magistrate at Bow Street made an order for the extradition of the bankrupts, but declined to give any direction as to property found on them, on the ground that he was not "the competent authority" to deal with the matter. **Salaman** claimed

that the property found on the bankrupts at the date of their arrest had vested in him as trustee in bankruptcy, and now asked that the commissioner of police should be ordered to hand it over to him.

*Muir Mackenzie, for Salaman.*

*Sutton, for the commissioner of police.* The usual practice when a prisoner is extradited is for the police to hand over the property found on him to be used as evidence of the crime at the trial: *Dillon v. O'Brien*, (1887) 16 Cox, 245.

*Edwardes Jones, for the Belgian curator.*

**WRIGHT J.** held that "the competent authority" in the first instance was the police magistrate who made the extradition order, and that the Home Secretary had also authority in the matter. Application should be made to them, and some stipulation should be made as part of the order surrendering the prisoners to the Belgian authorities for the return of the property, after the trial in Belgium was concluded, to the authorities here for the trustee in bankruptcy. This would be without prejudice to the rights of the Belgian creditors to prove in the English bankruptcy.

*Solicitors: Osborn & Osborn; Wontner & Sons; Crawley, Arnold & Co.*

*H. L. F.*

**Farwell J.**

*In re* **CARROLL.**

May 9.

*BRICE v. CARROLL.*

*Administration—Breach of trust—Trust money in hands of solicitor with notice—Solicitor not a party to the action—Order on solicitor to pay money into court—Jurisdiction—Practice.*

This was an action commenced by originating summons to administer the estate of **Elizabeth Carroll**, who died in 1894. The plaintiffs were beneficiaries under the will of **Elizabeth Carroll**, and the defendant was the sole executor. From the accounts carried in by the defendant it appeared that he had received two sums of 225l. 12s. 6d., which he was ordered to pay into court. On motion for a writ of attachment against him for non-compliance with the order, it appeared that he was a clerk in the employment of a **Mr. McIntosh**, a solicitor, who was acting as his solicitor in the action; that he had lent the money in 1895 to **Mr. McIntosh** at 4 per cent. interest without security, who accepted the loan knowing it to be trust money; and that last August he had given **Mr. McIntosh** notice calling in the money, but it was not forthcoming. Thereupon the plaintiffs served **Mr. McIntosh** with a notice of motion for an order that he should bring the money into court. This notice of motion was headed in the action, and also "In the Matter of **Francis Hugh de Mortimer McIntosh**, one of the solicitors of the Supreme Court." **Mr. McIntosh** filed an affidavit in opposition to the motion, in which he stated he intended to repay the money in due course, and objected that the Court had no jurisdiction, in an action to which he was not a party, to order him to pay the money into court.

*Sheldon, for the motion, cited In re Howard*, (1871) 24 L. T. (N.S.) 860; *Stanier v. Evans*, (1886) 34 Ch. D. 470.

*Muir Mackenzie, for McIntosh.*

**FARWELL J.** held that the cases cited sufficiently supported the application. In such a case as this the Court, in the exercise of its summary jurisdiction over its officers, had ample power to order the money to be brought into court. There

invest in certain descriptions of Government Stock, including Local Loans 3 per cent. Stock, and provided that the dividends thereon would be credited to the deposit account as they became due. Any depositor desiring to invest in Government Stock was required to forward to the Comptroller of the Savings Bank Department an application on a printed form to be obtained at any Post Office Savings Bank together with the deposit-book. The rules further provided that the investment was to be at the current price of the day on which it was made, and that a certificate would be sent to the depositor by post. Sales of stock would be effected at the request of the depositor made in like manner, the application being accompanied by the deposit-book and the investment certificate, and in such case the value of the stock at the current price of the day of sale, less the commission, would be forthwith paid by warrant to the depositor at the Post Office Savings Bank most convenient to him. The rules also enabled the depositor to transfer stock standing to his credit into his own name at the Bank of England in manner therein provided. The bank-book contained an entry of the sum invested by the bank for the depositor.

The investment certificate certified that the 50l. 10s. Local Loans Stock had been placed on the Savings Bank Investment Account of the National Debt Commissioners, and had been credited in the Government Stock Register of the Post Office Savings Bank to the testatrix, and that the deposit account had been charged with the price of the stock at the date of investment and commission.

*H. E. Wright*, for the summons.

*Lyttelton Chubb*, for Anna Andrews.

*George Cave*, for a residuary and pecuniary legatee.

**KIRKWICH J.** said that, as regards the cash deposit at the bank, the case was covered by *In re Weston*, [1902] 1 Ch. 680, in which he entirely concurred. As regards the Government Stock, the Post Office Savings Bank, in order to assist depositors, instead of purchasing so much stock in their own names, in which case it could not be contended that the stock could be the subject of a *donatio mortis causa*, invested the money for them—in other words, the bank acted as a trustee for the depositor. There was no transfer of the stock which was the subject-matter of this action at the Bank of England, but the National Debt Commissioners placed the stock on the Post Office Savings Bank Investment Account, and credited it to the testatrix. If the depositor in this case wished to realize, there would be a debit of so much as was to be transferred to her. There was no transfer, but the 50l. 10s. would be credited to her at the current price, less commission, and by making the requisite application the money would be paid to her by warrant at the Post Office Savings Bank most convenient to her. She could not get the money simply by asking for it, but certain forms had to be gone through. To hold that stock invested by the Post Office Savings Bank for a depositor in this way could be the subject of a *donatio mortis causa* would be to push the doctrine beyond the decided cases, and he did not think that this was a step which ought to be taken by a Court of first instance. He therefore held that there was a good *donatio mortis causa* of the cash balance, but not of the Government Stock.

Solicitors: *Radford & Frankland*; *William Mercer*; *Pritchard & Sons*.  
H. B. H.

**Buckley J.** *In re PRINCE & BAUGH, LIMITED.*

*BEDELL v. PRINCE & BAUGH, LIMITED.*

*Company—Debenture-holders' action—Form of judgment.*

The note of this case, *ante*, p. 96, is cancelled.

F. E.

**Buckley J.**

*In re CARATAL (NEW) MINES, LIMITED.*

June 3

*Company—Winding-up—Resolution for voluntary winding-up—Declaration of chairman of meeting—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 51.*

Creditors petitioned for a compulsory winding-up order. One defence to the petition was that the company was already in voluntary liquidation, and that the creditors were not thereby prejudiced. The petitioners contended that the special resolution for voluntary winding-up had not been validly passed. The first of the two meetings for passing and confirming the special resolution for reconstruction of the company and voluntary winding-up with a view thereto was held in July, 1901. After considerable discussion, on a show of hands the chairman said, "I will now put the resolutions for the reconstruction. Those in favour, 6; those against, 23; but there are 200 votes by proxy, and I declare the resolutions carried as required by Act of Parliament." No poll was held or demanded. The articles of association provided (clause 58) that "at any general meeting, unless a poll is demanded by at least five members personally present, a declaration by the chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the company, shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution"; and (clause 61) that "every member shall have one vote for every share held by him." The voluntary liquidator contended that having regard to the articles and to sect. 51 of the Companies Act, 1862, the chairman's declaration could not be disputed.

*Gore-Browne, K.C.*, and *Martelli*, for the petitioners.

*John Henderson*, for the company and the liquidator.

**BUCKLEY J.** said that it had been held that if the chairman by his declaration held erroneously or by mistake that a resolution had been carried, the Court could not go behind his declaration: *In re Hadleigh Castle Gold Mines*, [1900] 2 Ch. 419; *Arnot v. United African Lands*, [1901] 1 Ch. 518. In the latter case there was so much confusion that no one could understand what resolutions were put, and in the former case the meeting was a stormy one and there was a conflict of evidence as to what took place. In both cases the Court refused to go behind the chairman's declaration. But those decisions did not apply where the chairman by his declaration found the figures, and erroneously in point of law held that the resolution had been duly passed. The chairman had no right to count the 200 votes by proxy, and on the face of the declaration it was shown that the resolution had not been passed by the required majority. The declaration was not conclusive; there was no voluntary winding-up existing; and a compulsory winding-up order must be made.

Solicitors: *Mayo & Co.*; *Adler & Perowne*.

F. E.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

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**COURT I.**

**SATURDAY, June 14.**

*The King v. Howard and Others.* Appeal from the Lord Chief Justice and Durling and Channell JJ. Part heard.

**MONDAY, June 16.**

*The King v. Howard and Others.* Appeal from the Lord Chief Justice and Darling and Channell JJ. Part heard.

**TUESDAY, June 17.**

*The King v. Howard and Others.* Appeal from the Lord Chief Justice and Darling and Channell JJ. *Cur. adv. vult.*  
*The Ovingdean Grange. Owners of Forsete v. Owners of Ovingdean Grange.* Appeal from the President. Part heard.

**WEDNESDAY, June 18.**

*The Ovingdean Grange. Owners of Forsete v. Owners of Ovingdean Grange.* Appeal from the President. Dismissed.

*The Oceanic. Waterford Steam Ship Company, Limited v. Oceanic Steam Ship Company, Limited.* Appeal from the President. Dismissed.

*The Posen. Owners of Inchkeith v. Owners of Posen.* Appeal from the President. Part heard.

THURSDAY, JUNE 19.

*The Posen. Owners of Inchkeith v. Owners of Posen.* Appeal from the President. Dismissed.

*The Siam. Owners of Andrea Vagliano and Others v. Owners of Siam.* Appeal from Gorell Barnes J. Dismissed.

## COURT II.

THURSDAY, JUNE 12.

*Badische Anilin und Soda Fabrik v. W. G. Thompson & Co., Limited, and Others.* Appeal from Buckley J. Dismissed.

*In re Irvine & Coles' Contract and Vendor and Purchaser Act, 1874.* Appeal from Cozens-Hardy J. Part heard.

FRIDAY, JUNE 13.

*In re a Debtor. Ex parte the Debtor, No. 345 of 1902.* Appeal from Mr. Registrar Linklater. Adjourned.

*In re a Debtor. Ex parte the Debtor, No. 831 of 1902.* Appeal from Mr. Registrar Brougham. Dismissed.

*In re C. Cottam. Ex parte the Trustee.* Appeal from Wright J. Dismissed.

*In re Irvine & Coles' Contract and Vendor and Purchaser Act, 1874.* Appeal from Cozens-Hardy J. Stands over.

*Union Lighterage Company, Limited v. London Graving Dock Company, Limited.* Appeal from Cozens-Hardy J. Part heard.

SATURDAY, JUNE 14.

*In re John Hiscoe, dec. Hiscoe v. Waite.* Appeal from Kekewich J. Consent order.

*Union Lighterage Company, Limited v. London Graving Dock Company, Limited.* Appeal from Cozens-Hardy J. Part heard.

MONDAY, JUNE 16.

*Union Lighterage Company, Limited v. London Graving Dock Company, Limited.* Appeal from Cozens-Hardy J. *Cur. adv. vult.*

*Hope v. Hope.* Appeal from Cozens-Hardy J. Part heard.

TUESDAY, JUNE 17.

*Hope v. Hope.* Appeal from Cozens-Hardy J. Dismissed.

*Thomas v. Thomas.* Appeal from Buckley J. Dismissed.

*Chaylor v. Trotter.* Appeal from Kekewich J. Part heard.

WEDNESDAY, JUNE 18.

*Chaylor v. Trotter.* Appeal from Kekewich J. Allowed.

*Robinow v. London and Northern Bank, Limited.* Appeal from Buckley J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

June 12

RENNIE & SON, APFS.; NESS & CO., RESRS.

*Evidence, Credibility of—Breach of verbal contract—Rise in price of coal.*

The appellants brought this action against the respondents for damages for breach of contracts for the sale of coal. The chief contract was made verbally for 12,000 tons of coal; the respondents contended no such contract existed. The Statute of Frauds does not apply to Scotland. The Lord Ordinary (Lord Stormonth-Darling) on the 3rd of April, 1901, held that the verbal contract was made out; but his decision was reversed on the 8th of November, 1901, by the Second Division of the Court of Session, Scotland.

*A. Graham Murray, L.A., and J. C. Guy* (both of the Scottish Bar), for the appellants.

*Haldane, K.C., and W. Hunter* (of the Scottish Bar), for the respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Robertson, and Lindley) reversed the decision of the Second Division and restored the Lord Ordinary's interlocutor, holding that in a question of the credibility of evidence the judge who has seen and heard the witness examined is always the best judge of the credit which ought to be attached to his testimony.

Agents for appellants: *Keeping & Gloag*, for *A. C. D. Vert, S.S.U.*, Edinburgh.

Agents for respondents: *Grahams, Currey & Spens*, for *John C. Brodie & Sons, W.S.*, Edinburgh. G. J. W.

June 17

FARQUHARSON BROTHERS & CO., APFS.; J. KING & CO., RESRS.

*Sale of stolen goods—Estoppel—Loss to one of two innocent persons through fraud of a third person—Power of disposition of goods given to a clerk.*

*Asquith, K.C., and Danckwerts, K.C.* (*W. Whately* with them), for appellants.

*Lawson Walton, K.C., and Cababé*, for respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Robertson, and Lindley) reversed the decision of the Court of Appeal, [1901] 2 K. B. 697, and restored the judgment of Mathew L.J., holding that the appellants were not estopped from claiming the timber as their own, the timber having been stolen from them by their clerk and sold without authority to the respondents, who got no better title to the timber than the clerk had, and to whom the appellants had made no representations by words or conduct.

Solicitors: *Ward, Perks & McKay; Anning & Co.*

J. M. M.

# Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. June 3.  
**FLETCHER v. LONDON UNITED TRAMWAYS, LIMITED.**

*Employer and workman—Workmen's compensation—"Engineering work"—"Railroad"—Tramway—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), s. 7.*

Appeal from a decision of the county court judge of Brentford upon an application for compensation under the Workmen's Compensation Act, 1897.

The applicant was a workman in the employment of the respondents. The respondents had obtained powers under the Light Railways Act, 1896, to construct a light railway along the road from Uxbridge to Hanwell. Subsequently the London United Tramways Act, 1900, was passed, which authorized the respondents to construct a tramway along the road from Hanwell to Acton, forming a continuation of the authorized light railway. The tramway was to be worked by electrical power. The Act incorporated sect. 3 and Parts II. and III. of the Tramways Act, 1870. The applicant was employed by the respondents on the construction of the tramway, and was injured by an accident arising out of and in the course of his employment. In proceedings for the assessment of compensation under the Workmen's Compensation Act, 1897, the county court judge held that the applicant's employment was not on, in, or about a "railway" or "engineering work" within sect. 7 of the Act, and that therefore the Act did not apply; and he dismissed the application.

The applicant appealed.

*Compton, for the applicant.*

*Ruegg, K.C., and R. Pike Glasgow, for the employers.*

THE COURT (Collins M.R., Mathew L.J. and Cozens-Hardy L.J.) held that a tramway, though not a "railway" within the definition in sect. 7, sub-sect. 2, of the Act, was a "railroad" within the meaning of that word in the definition of "engineering work" in that section, and that therefore the applicant, who was employed on the construction of the tramway, was employed on an engineering work, and the Act applied. They therefore allowed the appeal.

Solicitors: *Walter Turner; Hugh C. Godfray.* A. M.

C. A. June 5.  
**DUNHAM v. CLARE.**

*Employer and workman—Workmen's compensation—Death resulting from the injury—Death not the natural or probable consequence—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), s. 1; Sched. I., clause 1 (a).*

Appeal from a decision of the county court judge of Walsall upon an application for compensation under the Workmen's Compensation Act, 1897.

The applicant was the widow of a workman who had met with an accident arising out of and in the course of his employment. On the 2nd of September, 1901, the deceased man was employed in a factory, and was carrying a heavy pipe up some

steps when the pipe fell upon his foot and inflicted a wound on his toe. He was an out-patient at the hospital until the 17th of September, when erysipelas supervened in the wound, and he died on the 27th of September. The medical evidence was to the effect that the cause of death was blood-poisoning caused by erysipelas; that erysipelas was a very unusual consequence of a wound of this kind; that the theory was that erysipelas was caused by the introduction of a germ, and would appear in six to ten days at the latest, and that, if erysipelas did not appear until fifteen days after the wound was inflicted, the wound must have been re-opened, or erysipelas must have been due to some later cause. The county court judge held that the applicant was not entitled to compensation on the ground that death was not the result of the accident, i.e., that it was not the natural or probable consequence.

The applicant appealed.

*Ruegg, K.C., and R. J. Lawrence, for the applicant.*

*Disturnal, for the employer.*

THE COURT (Collins M.R., Mathew L.J. and Cozens-Hardy L.J.) allowed the appeal. They held that if death in fact resulted from the injury it was immaterial how improbable or unnatural it was that it should so result. The question was whether death resulted in fact from the injury, or whether the chain of causation was broken by a *novus actus interveniens*, which gave a fresh origin to the after-consequences. To say that death was not the natural or probable consequence, and therefore did not result from the injury, was to apply a wrong standard. The case must, therefore, go back to the county court judge.

Solicitors: *Rowliffes, Rawle & Co., for James F. Addison, Walsall; Robinson & Bradley, for C. A. Loxton & Newman, Walsall.* A. M.

C. A. June 10.  
**McIVER & Co., LIMITED v. TATE STEAMERS, LIMITED.**

*Practice—Costs—Examination of witness before trial—Attendance of country solicitor—Costs as between party and party—Rule 10 of Rules of the Supreme Court, January, 1902. Order LXV., r. 27, reg. 29. Appendix N, No. 147.*

Appeal by the defendants against an order of Bigham J., refusing to direct a review of taxation.

The examination of a witness for the plaintiffs in an action for breach of a charterparty had been taken in town before the trial. The evidence of this witness was very important to the plaintiffs' case. The plaintiffs' solicitor from Liverpool attended on the examination to instruct counsel. The plaintiffs recovered judgment in the action with costs. On taxation of the costs as between party and party, the taxing master allowed twelve guineas costs in respect of the attendance of the country solicitor as aforesaid, being of opinion that rule 10 of Rules of the Supreme Court, January, 1902, gave him a discretion to do so, if he thought that such costs were necessary or proper for the attainment of justice, or for defending the rights of the party, and had not been incurred through over-caution, negligence, or mistake.

*Bailhache, for the defendants, contended that the master had no discretion to allow anything in respect of the solicitor's attendance at the examination of the witness beyond the amount of two guineas specified in Appendix N to Order LXV., No. 147.*

*A. D. Bateson*, for the plaintiffs.

THE COURT (Mathew L.J. and Cozens-Hardy L.J.) held that the master had a discretion to make the allowance which he had made under rule 10 of Rules of the Supreme Court, January, 1902; and they therefore dismissed the appeal.

Solicitors for the plaintiffs: *Charles Russell & Co.*, for *C. A. M. Lightbound & Co.*, Liverpool.

Solicitors for the defendants: *Downing & Bolam*, for *Bolam & Co.*, Sunderland.

C. A. June 11.  
HUGHES v. PUMP HOUSE HOTEL COMPANY, LIMITED.

*Assignment of chose in action—Absolute assignment (not purporting to be by way of charge only)—Security for debt—Instrument passing whole right of assignor—Judicature Act, 1873 (36 & 37 Vict. c. 66), s. 25, sub-s. 6.*

Appeal from the order of Wright J. upon the argument of a preliminary point of law, directed to be raised before the trial of the action under Order xxxiv., r. 2.

The action was brought by a builder against building owners to recover a balance alleged to be due to the plaintiff on the building contract. The plaintiff had, before the action was brought, executed an instrument in writing, by which, in consideration of Lloyd's Bank, Limited, continuing a banking account with him, and by way of continuing security to the bank for all moneys due or to become due to them from him on the said account, he assigned to the bank all moneys due or to become due to him from the building owners under the building contract, and he thereby empowered the bank on his behalf and in his name to settle and adjust all accounts in connection with the works, to give effectual receipts for the moneys thereby assigned, which should discharge the person paying the same from being concerned to see to the application thereof, and also, if necessary, to sue for, or to take such other steps as they might think necessary for enforcing payment of the moneys thereby assigned; and he also thereby undertook at their request and his own cost to do and execute all such further acts, deeds, and things as they might reasonably require for giving full effect to the security thereby created. Notice in writing of this assignment had been only given by the bank to the defendants.

The preliminary point directed to be raised was whether the above instrument was an absolute assignment (not purporting to be by way of charge only) of the moneys sued for within the meaning of the Judicature Act, 1873, s. 25, sub-s. 6, and the cause of action had therefore passed from the plaintiff to Lloyd's Bank.

Wright J. held that the instrument was not such an assignment, and therefore declined to stay the action.

*S. T. Evans, K.C.*, and *R. E. L. Vaughan Williams*, for the defendants.

*Lewis M. Richards*, for the plaintiff.

*Cur. adv. vult.*

JUNE 11. THE COURT (Mathew L.J. and Cozens-Hardy L.J.) held that, upon the true construction of the instrument, it passed the whole right and interest of the plaintiff in the moneys payable under the building contract to the bank by way of security, and therefore was an absolute assignment

within the meaning of the section. They therefore allowed the appeal.

Solicitors for the plaintiff: *Paterson, Snow, Bloxam & Kinder*, for *Hadley & Dain*, Birmingham.

Solicitors for the defendants: *G. J. Vanderpump & Son*, for *Daniel Evans*, Brecon.

C. A. June 18.  
*In re SPIRITINE, LIMITED.*  
OWEN v. SPIRITINE, LIMITED.

*Receiver—Security—Bond of limited company—Ultra vires.*

Appeal from Farwell J.

A receiver had been appointed in a debenture-holder's action, and the receiver had brought in by way of security a bond of the Railway Passengers' Assurance Company, Limited, for 1000*l.*, given to two of the masters, and conditioned to be void if the receiver discharged his duties. The company which gave this guarantee purported to act under the powers of their special Act of Parliament (the Railway Passengers' Assurance Act, 1897 (60 Vict. c. xiv.)), by sect. 2, sub-sect. ii., of which it was provided that the business of the company was to comprise, in addition to the business described in sect. 9 of their Act of 1892, "the insurance of compensation or indemnity in respect of loss or damage occasioned to any person or persons by any act or default of any other person or persons." It was stated that in 1899 North J. had refused to accept such a bond as security for a receiver, and that although similar bonds had been accepted on many occasions, there was a doubt whether they were not *ultra vires* the company under their Act.

Farwell J. declined to accept the security, and the plaintiffs in the action appealed.

*J. G. Wood*, for the appellant.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal. They had come to the conclusion that there was no reason why this bond should not be accepted, and that it did fall within sect. 2 of the Act of 1897. It did not appear that the effect of the section was the reason for the objection to the bond by North J. Their Lordships did not think there was anything so far as the section was concerned which made the giving of this bond beyond the scope of the authority of the company.

Solicitors: *Faithfull & Owen*.

H. C. R.

## High Court of Justice.

### CHANCERY DIVISION.

Wright J. June 13.  
*In re HONES.*  
*Ex parte WHITE.*

*Bankruptcy—Fraudulent debtor—Prosecution by trustee—Costs of prosecution—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 11, sub-s. 3; s. 16—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 57, sub-s. 3; s. 166.*

The debtor having removed goods without disclosing them, the trustee laid the facts before counsel, who advised a prosecu-



tion; and the debtor, having been arrested, was charged with having committed an offence under sect. 11, sub-sec. 3, of the Debtors Act, 1869, upon which he was committed for trial. He was ultimately acquitted. Prior to the proceedings the trustee obtained the sanction of the committee of inspection to the prosecution and to the employment of Adams & Adams as his solicitors in the matter. The taxing master having declined to tax the solicitors' bill of costs on the ground that no order to prosecute was obtained under sect. 16 of the Debtors Act, 1869, the trustee now applied for an order that the costs might be taxed and paid out of the estate.

*Muir Mackenzie*, for the application.

WRIGHT J. declined to make the order. If the trustee had done his duty and obtained the leave of the Court under sect. 16 of the Debtors Act, 1869, the costs of the prosecution would have been paid out of the public funds. It was very undesirable that a trustee should, without obtaining the leave of the Court under the section, embark on a speculative prosecution.

Solicitors: *Adams & Adams*.

H. L. F.

Buckley J. June 5.  
SUTTON v. ENGLISH AND COLONIAL PRODUCE COMPANY.

*Company—Director—Qualification shares—Holding shares "in his own right."*

The company was incorporated in 1901. Its articles of association provided (103) that the plaintiff should be one of its first directors; (104) that the qualification of a director should be the holding "in his own right" of 100 shares; (116*d*) that the office of a director should be vacated if he ceased to hold the qualifying number of shares. On the 25th of April, 1902, the plaintiff, being then the registered owner of 1000 shares, was excluded from the board of directors on the ground that he had become disqualified under the following circumstances: In 1888 he was adjudicated a bankrupt, and he never obtained his discharge. On the 14th of April, 1902, his trustee in bankruptcy gave the company notice to forthwith register him as holder of the 1000 shares, and by a telegram and letter of the 16th of April he modified this by stating that, although he claimed the shares as property vested in him by law, he did not ask for the actual transfer for a few days, but wished to have a list of the shareholders, as he purposed offering the shares to the shareholders.

The plaintiff brought an action in which he moved for an injunction to restrain the company and the other directors from excluding him from acting as a director.

*Hansell and Macklin*, for the plaintiff.

*H. Terrell, K. C.*, and *J. D. Israel*, for the defendants.

BUCKLEY J. said the effect of what the trustee did was that he claimed the shares as his, but postponed his decision whether he would be registered himself or have some nominee registered as transferee. And, after referring to *Pulbrook v. Richmond Consolidated Mining Company*, (1878) 9 Ch. D. 610; *Bainbridge v. Smith*, (1889) 41 Ch. D. 462; *Cooper v. Griffin*, [1892] 1 Q. B. 740, 750; and *Howard v. Sadler*, [1893] 1 Q. B. 1, he said that the decision of Jessel M.R. in the first-named case was not now open to question. Negatively, the holder "in his own

right" need not be beneficial owner. What, affirmatively, he must be was answered by Lindley L.J. in *Bainbridge v. Smith*. He must be a person who held shares in such a way that the company could safely deal with him in respect of his shares whatever his interest might be in the shares. Holding in a representative character would not do. Holding as trustee without beneficial ownership would do, but the holder must so hold as that the company could safely deal with him as owner. After the trustee's notices the company could not have safely dealt with the plaintiff in respect of his shares in disregard of the trustee's claim. The plaintiff did not hold the shares in his own right, and had become disqualified, and his claim to an injunction failed.

Solicitors: *Churchman & Winsor; Dyson, Smith & Marchant*.  
F. E.

Joyce J. PRYCE JONES v. WILLIAMS. June 13.

*Vendor and purchaser—Lease—Conditions of sale—Title—Time limited for requisitions—Waiver of objection—Outstanding legal estate in the Crown.*

In April, 1884, two leases were granted to a company formed in 1869 called the Van Mining Company. Subsequently, in 1881, this company was wound up for the purpose of being reconstructed, and a new company of the same name was formed. The new company purchased all the assets of the old company including the leases; but there was no formal assignment to the new company, and consequently the legal estate in the leases did not pass to the new company. The old company was dissolved in due course. In 1891 the second Van Mining Company was reconstructed, and a third company of the same name was formed, and there was a sale of the assets of the second company to the third company, but again no formal assignment. Then the third company was ordered to be wound up, and a sale under the direction of the Court was ordered in a debenture-holders' action. Accordingly these leases were put up for sale by auction, but were not sold, and they were subsequently purchased by private contract, subject to the conditions of sale so far as applicable. Condition 6 required the purchaser to deliver requisitions within a specified time, and provided that in this respect time was to be deemed of the essence of the contract. The purchaser did not deliver any requisitions within the prescribed time, but he afterwards objected that the vendors had made no title to the leases, inasmuch as the legal estate was outstanding.

This was a summons by the vendors in effect asking that the purchaser might be ordered to complete the contract. They contended that the purchaser must be deemed to have accepted the title, since his objection was out of time, and he was in no danger whether the legal estate was vested in the Crown as *bona vacantia* or reverted to the lessor; and they offered to procure the consent of the lessor to the transfer.

*R. J. Parker*, for the vendors.

*Dunham*, for the purchaser.

JOYCE J. was of opinion that the legal estate was outstanding in the Crown. He thought that the purchaser could not insist upon his objection, since it was made out of time and did not go

to the root of the title. The purchaser would get a good equitable title, and he could no doubt obtain the legal estate from the Crown by applying in the proper quarter and paying the requisite fees.

Solicitors: *Busk, Mellor & Norris*, for *E. Powell*, Newtown; *Vallance, Birkbeck & Barnard*.  
H. B. H.

Swinfen Eady J.

June 13, 14.

ATTORNEY-GENERAL v. MAYOR, &C., OF BOURNEMOUTH.

*Tramway—Commencement of works—Cesser of powers—Evidence—Tramways Act, 1870 (33 & 34 Vict. c. 78), s. 18.*

The Bournemouth Corporation had powers under a provisional order, confirmed by an Act of Parliament which came into operation on the 6th of August, 1900, to construct certain tramways within their borough and to work them by electric power. The order incorporated the Tramways Act, 1870, which provides (sect. 18) that "if within one year from the date of the order, the works are not substantially commenced, the power given by the order to the promoters for executing such works shall cease." The same section also provides "that a notice purporting to be published by the Board of Trade that . . . the work has not been substantially commenced shall be conclusive evidence of such non-commencement."

This action was brought on the 8th of March, 1902, by the Attorney-General on the relation of the Poole and District Electric Traction Company, and the company, who claimed a special interest in the matter under their Act, to restrain the corporation from proceeding with the construction of their tramway, on the ground that they had not substantially commenced the work within twelve months from the date of their order. The evidence shewed that the corporation had within the year done no work to the tramway itself, but had adopted a scheme for its construction, obtained powers to borrow a loan for that purpose, completed the purchase of land as a site for a generating station and offices, and entered into binding contracts with responsible firms for the supply of dynamos and plant for the tramways and of electric cars. These contracts provided that the work should be commenced at once.

*Warmington, K.C.*, and *R. J. Parker*, for the plaintiffs.

*Vernon Smith, K.C.*, and *Church*, for the defendants, contended that the only admissible evidence of non-commencement of the work was the notice of the Board of Trade referred to in sect. 18 of the Tramways Act, 1870, and *In re Dudley and Kingswinford Tramways Company*, (1898) 69 L. T. (N.S.) 711. But in any case work had been substantially commenced.

*Warmington, K.C.*, in reply. No authorities seem to have been cited to *Kekewich J.* in the case cited; it is inconsistent with the practice under similar clauses in other statutes: *Reg. v. Thomas*, (1870) 22 L. T. 138; *Yarmouth v. Ventnor Railway*, [1871] W. N. 233.

SWINFEN EADY J. said that if it were necessary to decide the point he should follow the decision of *Kekewich J.* as that of a judge of co-ordinate jurisdiction, without expressing his own opinion; but that the question did not arise, for he was satisfied that there had been a substantial commencement of the works. It would be too narrow a construction to limit the meaning of the works in sect. 18 to works upon the actual tram-line itself.

In his opinion, the phrase must include all works authorized by the provisional order, and the binding contracts entered into by the corporation were a substantial commencement of these works. The action must be dismissed with costs.

Solicitors: *Sydney Morse; Lowell, Son & Pitfield*.

J. R. B.

### CROWN CASES RESERVED.

C. C. R.

THE KING v. PLUMMER.

June 14.

*Criminal law—Conspiracy—Indictment against two or more for conspiring together—Plea of "guilty" by one—Acquittal of the others—Conviction and sentence on plea of "guilty" by the one, whether valid—Jurisdiction to allow prisoner to withdraw plea of "guilty" before sentence.*

Case stated for the opinion of the Court for the Consideration of Crown Cases Reserved by the chairman of the Berkshire Quarter Sessions.

Three defendants, Plummer, Fenton, and Wheeler, were jointly indicted at the quarter sessions for conspiring together to obtain by false pretences large sums of money from the Conservators of the River Thames. Plummer pleaded "guilty" to this charge. Fenton and Wheeler pleaded "not guilty," and the jury acquitted them both. Immediately after the verdict of "not guilty" in favour of Fenton and Wheeler had been recorded, Plummer's counsel contended that Plummer could not be convicted and punished on the indictment, and must be acquitted. The chairman overruled that contention, whereupon Plummer's counsel asked for leave to withdraw the plea of "guilty," and to plead "not guilty." The chairman refused to grant leave, being of opinion that he had no power so to do, and then proceeded to pass sentence upon Plummer.

The questions for the opinion of the Court were—(1) whether under the above circumstances a conviction could be recorded and judgment passed against Plummer; (2) whether the Court of quarter sessions had jurisdiction to permit him to withdraw his plea and plead "not guilty"; and (3), if the Court of quarter sessions was wrong in giving judgment and passing sentence, what course ought to have been taken.

*Dickens, K.C.* (*A. J. David* with him), appeared for the defendant Plummer.

*H. C. Biron* and *W. Frampton* appeared to watch the case for the Thames Conservators, but were not instructed to argue.

*Cur. adv. vult.*

June 14. THE COURT (Lord Alverstone C.J., Wright, Bruce Darling and Jelf JJ.) held that the conviction recorded against Plummer was bad and must be quashed, and also that the Court of quarter sessions had power, before sentence, to allow Plummer to withdraw his plea and plead "not guilty."

*Conviction quashed.*

Solicitors for defendant: *Rookertons*, for *Brain & Brain*, Reading.

Solicitor for prosecution: *The Solicitor of the Thames Conservators*.  
W. A.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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No. 22.—1902.

**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

FRIDAY, June 20.

*The Swindon. Millers and Carys Cape Verde Islands, Limited v. Swindon Steamship Company, Limited.* Appeal from Divisional Court. Allowed.  
*The Dowlais. Dowlais Steamship Company, Limited v. Budd & Co.* Appeal from Divisional Court. Dismissed.  
*London County Council v. Urban District Council of Acton.* Appeal from Ridley J. Part heard.

SATURDAY, June 21.

*London County Council v. Urban District Council of Acton.* Appeal from Ridley J. Dismissed.

**COURT II.**

THURSDAY, June 19.

*Robinow v. London and Northern Bank, Limited.* Appeal from Buckley J. Part heard.

FRIDAY, June 20.

*In re Sidebottom. Beeley v. Waterhouse.* Appeal from Buckley J. Allowed.  
*In re a Debtor. Ex parte Judgment Creditor, No. 407 of 1902.* Appeal from Mr. Registrar Brougham. Allowed.  
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SATURDAY, June 21.

*Robinow v. London and Northern Bank, Limited.* Appeal from Buckley J. Order discharged. Leave to amend given on terms with view to a new trial.

MONDAY, June 23.

*In re Drucker. Ex parte Basden.* Appeal from Wright J. Dismissed.  
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During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

# Supreme Court of Judicature.

## COURT OF APPEAL.

C. A.

*In re A DEBTOR.*

June 20.

*Ex parte SMITH.*

*Bankruptcy—Bankruptcy notice—Judgment debt—Stay of execution—Seizure by Sheriff—Withdrawal—No return to writ—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 4, sub-s. 1 (g).*

Appeal against an order of the registrar setting aside a bankruptcy notice.

On the 11th of February the judgment creditor issued a *fi. fa.* upon his judgment, and the sheriff seized goods in a house in which the debtor resided with his wife. On the 14th of February notice was given to the sheriff by solicitors, who were acting for the wife and for the trustees of the debtor's marriage settlement, that the wife claimed as her property some of the goods which had been seized, and that the trustees claimed the remainder. On the 18th of February, at 2.15 p.m., the sheriff, in pursuance of instructions from the judgment creditor's solicitor, withdrew from possession. The sheriff did not make any return to the writ. On this same day, about 3.50 p.m., the judgment creditor issued against the debtor a bankruptcy notice for the whole of the judgment debt. On the debtor's application, the registrar set aside the notice, on the ground that, as the sheriff had made no return, there was nothing to shew whether the debt had been satisfied in whole or in part by the levy. The registrar was of opinion that he was bound by the decision of the Court of Appeal in an unreported case: *In re Cochrane* (March 9, 1900).

The judgment creditor appealed.

*Herbert Reed, K.C., and Bartley Dennis, for the appellant.*

*Muir Mackenzie, for the debtor.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS L.J. (who read the judgment of the Court) said that *Miller v. Parnell*, (1815) 6 Taunt. 370, was a plain authority for the proposition that, if a judgment creditor caused the sheriff to execute his *fi. fa.* by seizure, he could not have a writ of *ca. sa.* till the *fi. fa.* had been completely executed and returned, even though the execution creditor abandoned the seizure. This case was recognised as good law in *Chapman v. Bowlby*, (1841) 8 M. & W. 249, and in *Andrews v. Sanderson*, (1857) 1 H. & N. 725, in which it was unsuccessfully argued that the rule against the issue of a new *fi. fa.* had no application unless something had been realized under the first execution. It was to be observed that in *Peploe v. Galliers*, (1820) 4 Moore, 163, it seemed to be assumed that there might be a second writ, if the goods seized under the first had been restored to the judgment debtor. But that case could not be taken to have overruled *Miller v. Parnell*, which was acted on in *Andrews v. Sanderson*, and in many other cases since *Peploe v. Galliers*. And the authority of *Miller v. Parnell* did not seem to be impaired by the decision of the Court of Appeal in *Lee v. Dangar*, [1892] 2 Q. B. 337. But, on the facts of the present case, his Lordship thought that *Miller v. Parnell* had no application. It appeared

to him on the evidence that no goods of the debtor were seized. *Miller v. Parnell*, in his Lordship's opinion, applied only in cases in which there had been a seizure of goods of the judgment debtor, i.e., of goods which the writ directed and authorized the sheriff to seize, and it had no application if the seizure was of the goods of a stranger. In *Andrews v. Sanderson*, Pollock C.B. pointed out that, on the question whether a second writ could issue without a return to the first, the test was, not whether there had been a substantive levy, but whether anything had been done which rendered the existence of the writ necessary for the justification of the sheriff. It followed that the principle of *Miller v. Parnell* would not make the issue of a second writ *fi. fa.* illegal or irregular in a case in which the seizure had been of goods other than those of the judgment debtor, and neither the writ, nor anything which the sheriff purported to do under it, could justify him if he had seized the goods of a stranger. In his Lordship's judgment, the seizure by the sheriff of the goods of a stranger not only did not make the issue of a first writ, e.g., in another county, wrong, but also did not in any way interfere with the seizure by the sheriff under the existing writ of any goods of the debtor within his bailiwick which consequently fell within the direction in the writ. The seizure of the goods of a stranger might, of course, prevent the issue of a fresh writ, or further proceedings under the existing writ, if the sheriff interpleaded, because in such a case there was either an express stay by the interpleader order, or an implied stay by the pendency of the summons. The result was that in the present case the judgment creditor had a right to serve the bankruptcy notice, for there was no stay, express or implied, and the sheriff had not realized anything by the seizure or the sale of the debtor's goods for which he was bound to account, or to make a deduction from the judgment debt mentioned in the bankruptcy notice; nor was the sheriff, nor had he ever been, in possession of the goods of the judgment debtor.

Solicitors: *John Westcott; George Twynam.*

W. L. C.

# High Court of Justice.

## CHANCERY DIVISION.

Kekewich J.

June 11, 1902.

JARRAH TIMBER AND WOOD PAVING CORPORATION, LIMITED  
v.  
SAMUEL.

*Mortgage—Stock—Clog on equity of redemption—Option to purchase mortgaged stock.*

The defendant advanced to the plaintiffs the sum of 5000£ on the terms of a letter, whereby they agreed to secure the repayment with interest by the transfer of 30,000£ debenture stock, and the defendant stipulated, first, that a nominee of his should join the plaintiffs' board; secondly, that he should have the option of purchasing the whole or any part of the debenture stock at 40 per cent. at any time within twelve months; and, thirdly, that in the event of the plaintiffs' undertaking being disposed of, he should be entitled to underwrite new

capital at a fixed commission. It was also stipulated that the advance was to become due and payable with interest at thirty days' notice on either side. The stock was duly transferred. The question was whether the option to purchase constituted a clog or fetter on the plaintiffs' right to redeem.

*Warrington, K.C., and Martelli, for the plaintiffs.*

*P. O. Lawrence, K.C., and Manning, for the defendant.*

*Cur. adv. vult.*

June 18. **KERWICH J.** said that, in his opinion, the stipulation that the defendant should for twelve months have an option to purchase the mortgage stock at a certain price was a clog or fetter on the plaintiffs' right to redeem. His Lordship referred to *Noakes & Co. v. Rice*, [1902] A. C. 24, where Lord Davey (at p. 34) says: "The principle is this—that a mortgage must not be converted into something else, and when once you come to the conclusion that a stipulation for the benefit of the mortgagee is part of the mortgage transaction, it is but part of his security, and necessarily comes to an end on payment off of the loan." It was not arguable that the stipulation now in question was not part of the mortgage transaction, and part of the security. It was so expressed on the face of the contract; and of course it was for the benefit of the mortgagee. Therefore, to use Lord Davey's phrase, it necessarily came to an end on payment off of the loan. It was rather an extravagant instance of a clog or fetter of a right to redeem, inasmuch as it interfered with the ownership of the very property which was made the security for the loan. The plaintiffs were therefore entitled to a declaration that the stipulation was void, and that they were entitled to redeem on payment of whatever was due, with consequent relief.

*Solicitors: H. Percy Becher; Dale, Newman & Hood.*

C. C. M. D.

**Wright J.** *In re* **LAWFORD & LAWRENCE.** June 12.  
*Ex parte* **THE TRUSTEE.**

*Bankruptcy—Pledge of chattels by debtors for loan repayable on a fixed date—Redemption of pledged chattels on the stipulated date—Delivery up of chattels by pledgee with notice of act of bankruptcy—Bankruptcy of debtors—Fraud of debtors—Title of trustee—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 49.*

This was a motion by the trustee in bankruptcy against one Ward claiming the delivery of certain chattels, or payment of the value of them, under these circumstances. In and prior to 1900 the debtors traded as cab proprietors at Rutland Gate. On the 14th of September, 1900, they pledged with Ward, who was a dealer in cabs, a number of vehicles on a memorandum of deposit for a loan of about 450*l.* then made to them, to be repaid with interest on the 26th of October following. On the 27th of September they made a further pledge of vehicles with Ward for a loan of 120*l.*, to be repaid with interest on the 11th of November following. On the 26th of October one Goss came to Ward with a written authority from the debtor stating that he had purchased the vehicles, and he paid off Ward and took delivery of the vehicles pledged on the 14th of September. On this occasion Ward had notice that the debtors had committed an act of bankruptcy on the previous 6th of October. On the 11th of November Goss came again with a written authority from the debtors, and, as purchaser of the vehicles pledged on

the 17th of September, arranged with Ward to extend the date for repayment of the 120*l.* and interest to the 11th of January following. On the 28th of November a bankruptcy petition was presented against the debtors, on which a receiving order was made on the 9th of January following; adjudication followed, and on the 29th of January the trustee was appointed. On the 11th of January Goss paid Ward (who had notice of the receiving order) the loan on the pledge of the 27th of September, and took delivery of the vehicles, and on the 28th of January he sold all the vehicles. The debtors were prosecuted for fraud and convicted, and were undergoing terms of imprisonment. The trustee now claimed that, by virtue of the doctrine of relation back, the property in the vehicles pledged with Ward had vested in him, and that under the circumstances he was entitled, as against Ward, to delivery of the vehicles or payment of their value less the loans.

*Carrington and F. Mellor, for the trustee.*

*Muir Mackenzie and G. Lushington, for Ward.*

**WRIGHT J.** said it was an important case. It was clear that Ward knew of the act of bankruptcy of the 6th of October, when he was paid off, and that the trustee's title related back to that date, and therefore Ward was not protected by sect. 49 of the Act. It was also clear that Goss was in collusion with the debtors, and was fraudulent in all that he did; but Ward acted in good faith and was no party to any fraud. Although the trustee by relation back took the debtors' interest in the pledged goods from October the 6th, he took subject to the contracts with Ward, who had a right to discharge himself of his liabilities under those contracts when he was paid off on the dates fixed by the memorandums. He had no option. He held the goods on the very terms that he should return them when he was paid off. If he had refused to do so he would have had no answer to an action for damages for trover. If he had not been paid and had kept his securities he could have enforced them against the trustee. Under the circumstances Ward was not liable, but it was not a case for costs.

*Solicitors: C. Jennings; George Reader & Co.* H. L. F.

**Buckley J.** *In re* **BANKES.** June 12.  
**REYNOLDS v. ELLIS.**

*Settlement—Agreement to settle after-acquired property—Bequest to separate use—Restraint on anticipation—Marriage with foreigner—Domicil—Law applicable.*

In 1878 Mrs. Anderton, a widow domiciled in England, was engaged to be married to Angelo Favaroni, an officer in the Italian Army. On the 28th of March, 1878, they executed in Italy a marriage settlement in common English form of 3000*l.* belonging to Mrs. Anderton, and the settlement contained a covenant that if she then was, or if during the then intended coverture she or Mr. Favaroni in her right should at one time and from one source become entitled to any real or personal property of the value of 100*l.* or upwards, it should be vested in the trustee upon the trusts of the settlement. The evidence proved that this settlement was void under Italian law, because it was not executed before a notary public and it altered the order of succession. The marriage took place in Italy, and Mr. and Mrs. Favaroni lived in that country. There were no children of the marriage. In 1898 the Court of Florence made

a decree approving of a voluntary separation between Mr. and Mrs. Favaroni, and since that date they had lived apart from one another. In 1881 Mr. Bankes, the father of Mrs. Favaroni, died, having bequeathed a leasehold house and furniture to his wife for life and then to Mrs. Favaroni, and a legacy of 500*l.* to the latter, and with a declaration that all personal estate made payable to a female should during any coverture be paid to her for her separate use when the same became payable, and so that she should not have power to deprive herself of the benefit thereof by anticipation. Mrs. Bankes died in 1899, having by her will bequeathed 1000*l.* to Mrs. Favaroni. Questions arose whether these legacies were caught by the provision to settle after-acquired property in the settlement.

*Buckmaster, K.C.*, and *S. B. L. Druce*, for the trustee.

*Astbury, K.C.*, and *T. T. Methold*, for Mr. Favaroni.

*H. Terrell, K.C.*, and *P. F. Stokes*, for Mrs. Favaroni, contended that whether the settlement was governed by English or Italian law, she was entitled to have the property handed over to her free from the settlement.

*O. L. Clare*, for the executor of Mrs. Bankes.

BUCKLEY J. said that under *In re Bown*, (1884) 27 Ch. D. 411, the restraint on anticipation directed by the will of Mr. Bankes only enured till the date of payment. When that date arrived Mrs. Favaroni could take the money and spend it, and, if she could do that, she could by her settlement bind herself not to spend, but to settle the property. The decision in *In re Currey*, (1886) 32 Ch. D. 361, did not apply to legacies in this form. The question whether the 1000*l.* was caught by the covenant was not covered by *Davenport v. Marshall*, [1902] 1 Ch. 82, for the evidence shewed that by Italian law the separation did not put Mrs. Favaroni in the position of a *feme sole*, and in fact that neither the marriage nor the separation affected her property. Therefore all the legacies were bound by the covenant.

The question was then argued whether the law of England or of Italy applied to the settlement.

BUCKLEY J. said that the instrument was in English form, the wife was domiciled in England, the settlement provided that the trust funds which were then invested on an English mortgage should when realized be invested on English securities, and unless the settlement was under English law it was void. The matrimonial domicile was Italian, but on the facts it must be taken that the parties agreed that the settlement should be treated as English. Mrs. Favaroni was able to bind herself in this way at the date of the settlement, and was bound by the clause.

Solicitors: *Woodcock, Ryland & Parker*, for Alan S. Reynolds, Liverpool; *W. H. Winterbotham*; *Crosse & Sons*; *Rowcliffes, Rawle & Co.*, for Peace & Ellis, Wigan. H. C. R.

## KING'S BENCH DIVISION.

K. B. D.

BUDD-SCOTT v. DANIELL.

June 18

*Landlord and tenant—Implied covenant for quiet enjoyment—“Agrees to let.”*

Appeal of the defendant from the judge of the Brighton County Court.

By a writing not under seal the plaintiff “agreed to let” to the defendant a furnished house for a year. At the date of the agreement the plaintiff was under an obligation, by the provisions of a private Act of Parliament, to paint the outside of the house during that year. The county court judge found that, when the house was let, the plaintiff had forgotten that it was the year for painting the outside, and that the painting of the house during the year rendered it necessary for the defendant to leave the house for a fortnight. In an action by the plaintiff for dilapidations, the defendant counter-claimed for breach of an implied covenant for quiet enjoyment. The county court judge held that he was bound by the opinion of the Court of Appeal in *Baynes v. Lloyd*, [1895] 2 Q. B. 61, to hold that, as the tenancy agreement did not contain the word “demise,” no covenant for quiet enjoyment could be implied, and gave judgment for the plaintiff on the counter-claim.

*E. E. Humphreys*, for the defendant.

*H. Jacobs*, for the plaintiff.

THE COURT (Lord Alverstone C.J., Darling and Channell J.J.) held, first, that, upon an agreement to let a house, a covenant for quiet enjoyment was to be implied from the mere relationship of landlord and tenant, whether the word “demise” was used or not; and, secondly, that the finding of the county court judge that the defendant had to leave the house during the painting was conclusive as to there having been a breach of such implied covenant, that being a question of fact.

*Dictum* in *Baynes & Co. v. Lloyd & Sons*, [1895] 2 Q. B. 61, dissented from.

*Bandy v. Cartwright*, (1853) 8 Ex. 918, and *Hall v. City of London Brewery Company*, (1862) 2 B. & S. 737, followed.

*Appeal allowed.*

Solicitors for the defendant: *Rowcliffes, Rawle & Co.*, for F. Champion, Sons & Hart, Brighton.

Solicitors for the plaintiff: *Biggs, Roche & Co.*, for Buckwell, Berkeley, Brighton. W. A.

**NOTICE TO SOLICITORS.**

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**RECORD OF BUSINESS.**

**COURT I.**

TUESDAY, June 24.

*Marshall v. Royal Exchange Assurance Corporation.* Appeal from Ridley and Phillimore JJ. *Cur. adv. vult.*  
*Wertheim v. Thomas Owen & Co., Limited.* Appeal from Bigham J. Part heard.

WEDNESDAY, June 25.

*Wertheim v. Thomas Owen & Co., Limited.* Appeal from Bigham J. Dismissed.  
*B. H. Abrahams v. Bullock.* Appeal from Ridley J. Allowed.

MONDAY, June 30.

*Great Western Railway Company v. Solihull Rural District Council.* Application for judgment or new trial. Part heard.

TUESDAY, July 1.

*Great Western Railway Company v. Solihull Rural District Council.* Application for judgment or new trial. Allowed.

WEDNESDAY, July 2.

*John Marshall v. Royal Exchange Assurance Corporation.* Appeal from Ridley and Phillimore JJ. Dismissed.  
*Patrick Igoe v. Thomas Thornhill Shann and Others (Manchester Justices).* Appeal from the Lord Chief Justice and Lawrance J. *Cur. adv. vult.*

THURSDAY, July 3.

*Corporation of the Royal Exchange Assurance v. Sjöförsäkrings Aktie Bolaget Vega.* Appeal from Bigham J. Dismissed.  
*Michel v. Day.* Appeal from Ridley J. New trial ordered.  
*Taylor v. Tombs.* Appeal from Darling J. Part heard.

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TUESDAY, June 24.

*J. Ambler & Sons, Limited v. Mayor, &c., of Bradford.* Appeal from Joyce J. Part heard.  
*J. Ambler & Sons, Limited v. Mayor, &c., of Bradford.* Appeal from Joyce J. Part heard.

WEDNESDAY, June 25.

*J. Ambler & Sons, Limited v. Mayor, &c., of Bradford.* Appeal from Joyce J. Part heard.  
*J. Ambler & Sons, Limited v. Mayor, &c., of Bradford.* Appeal from Joyce J. Part heard.

MONDAY, June 30.

*J. Ambler & Sons, Limited v. Mayor, &c., of Bradford.* Appeal from Joyce J. Dismissed.  
*J. Ambler & Sons, Limited v. Mayor, &c., of Bradford.* Appeal from Joyce J. *Cur. adv. vult.*  
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## TUESDAY, July 1.

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- Schofield v. Allen.* Appeal from Kekewich J. Stands over.  
*In re Spear. Cairns v. Spear.* Appeal from V.-C. of County Palatine  
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*In re Lockyer's Private Hotel Company, Limited.* Appeal from  
Buckley J. The respondent undertaking to pay the rent in  
arrear, no order except that the appellant be entitled to prove in  
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*In re Bryce Brown. Brown v. Godney.* Appeal from Kekewich J.  
Allowed.  
*In re Wood. Wood v. Wood.* Appeal from Kekewich J. Allowed.  
*Sproat v. Marchess.* Appeal from Buckley J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published  
on Saturday, and will generally comprise Notes of Decisions up to and  
including those of the previous Thursday. All cases of permanent  
interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. THE OIVINGDEAN GRANGE. June 18  
*Collision—Negligence—Contributory negligence—Thames By-laws*  
1898, art. 47.

On the 22nd of August, 1900, about 8.30 a.m., the weather being fine and clear, the tide one-third flood of the force of about two knots, and the wind fresh from the S.W., the Norwegian steam vessel *Forsete*, belonging to the plaintiffs—of 818 tons register, with thirteen hands and a pilot, from London to Grimsby in ballast—was proceeding down the lower part of Blackwall Reach in the river Thames, keeping to the southward of mid-channel, at a speed of four to five knots, when she came into collision with the British steam vessel *Ovingdean Grange*, belonging to the defendants, of 1550 tons register, with thirty-eight hands and a pilot, from Antwerp to Buenos Ayres, *via* London, carrying a general cargo and two passengers, with a tug in attendance made fast ahead.

The *Ovingdean Grange* had sounded four short blasts on her whistle, and was, at the material time, turning in the river towards the north, with the tug towing on her starboard bow, preparatory to entering the West India Dock. In executing the manœuvre she gave three short blasts on her whistle, and checked her headway by putting her engines full speed astern, but, from want of efficient look-out, went astern too long, and getting over (as the Court below found) towards the south shore, brought herself across the course of the *Forsete*, which vessel was unable to port and go under her stern owing to being hampered by a barge with which she collided.

The *Forsete* had not complied with art. 47 of the Thames By-laws, by which "steam vessels navigating against the tide shall, before rounding . . . Blackwall Point, wait until any other vessels rounding the point with the tide have passed clear."

The learned judge in the Court below (Sir F. H. Jeune P.) held, [1901] P. 127, that the *Ovingdean Grange* was to blame for negligently failing to execute the manœuvre of turning with due regard to the passing traffic, and that the *Forsete* was also to blame, for—through the breach of art. 47—she had brought herself into a position in which she would not otherwise have been, and by hampering the manœuvre of the defendant's vessel contributed to the collision and the damage.

The plaintiffs, the owners of the *Forsete*, appealed on the ground that in accordance with the case of *The Margaret (Cayzer v. Carron Company)*, (1884) 9 App. Cas. 878, the *Ovingdean Grange* was alone to blame.

THE COURT (Collins M.R., Mathew and Cozens-Hardy L.JJ., assisted by nautical assessors) affirmed the decision of the Court below on the ground that, as held by Sir F. H. Jeune P., *The Margaret* was distinguishable, for, in that case, the consequences of the breach of the rule by the other vessel could have been avoided by ordinary care on the part of the *Margaret*, and, therefore, that vessel was alone to blame, whereas, in the present case, the *Forsete* must be held also to blame, because she had, as a result of the breach of the rule, placed herself in a position in which she was herself hampered by a barge, and thereby hampered the manœuvres of the *Ovingdean Grange*, so that there was thrown upon the latter vessel the necessity of exercising more than ordinary care.

*Pickford, K.C., Aspinall, K.C., and Stubbs*, for the appellants (plaintiffs), the owners of the *Forsete*.

*Laing, K.C., and Dawson Miller*, for the respondents (defendants), the owners of the *Ovingdean Grange*.

Solicitors: *Thomas Cooper & Co.; William A. Crump & Son.*  
T. L. M.

C. A. *In re SIDEBOTTOM.* May 28; June 20.  
BEILEY v. WATERHOUSE.

*Charity—Mortmain—Real estate—Devise of land on trust for sale—Bequest of proceeds to charity—Extension of time for sale—Right of trustees to retain land unsold—Mortmain and Charitable Uses Act, 1891 (54 & 55 Vict. c. 73), ss. 3, 5.*

Appeal from a decision of Buckley J.

The testator devised real estate to his trustees upon trust to sell the same and hand over the proceeds to the Ashton Infirmary. All parties assumed that the devise was subject to sect. 5 of the Mortmain and Charitable Uses Act, 1891, and they applied to the Court for and obtained an extension of the time for selling the property: see *In re Sidebottom. Beley v. Sidebottom*, [1901] 2 Ch. 1. Further attempts were made to effect a sale, but in vain, and the trustees of the infirmary applied by originating summons for (*inter alia*) a declaration that sects. 5 and 6 of the Act of 1891 did not apply to the case.

Buckley J. held, on the ground that the previous order had been based on this view, that the sections did apply.

The trustees of the infirmary appealed.

*Buckmaster, K.C., and Martell*, for the appellant.

*O. L. Clare*, for the trustees of the will.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal. This was not a case where according to the true construction of the will land or any "tenements and hereditaments corporeal or incorporeal of any tenure" within sect. 3 was given directly to the charity or to trustees upon trust for the charity, nor had land been "assured by will or for the benefit of any charitable use" within sect. 5. Therefore sects. 5 and 6 had no application. The charity obtained no benefit except in "personal estate arising from the land" after the testator had affected the land with an effective trust for sale. But the trustees of the will would not be justified, even with the consent of the charity, in indefinitely postponing the sale. They were bound to carry out the sale within a reasonable time, and if they did not do so the Attorney-General could take action. By postponing the sale the trustees would run considerable risk unless they obtained the sanction of the Court under its general jurisdiction as to trusts; and sect. 8 would not apply so as to enable them to retain the land.

Solicitors: *Woodcock, Ryland & Parker*, for *Leonard Bottomley*  
Ashton-under-Lyne. H. C. R.

*In re* DRUCKER. June 23'  
*Ex parte* BARDEN.

*Bankruptcy—Property of bankrupt—Money advanced for special purpose—Payment to creditor by bankrupt's solicitors—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 44.*

Appeal from the decision of Wright J., [1902] 2 K. B. 55, and ante, p. 114.

The trustee appealed.

*Herbert Reed, K.C.*, and *Carrington*, for the trustee.  
*Muir Mackenzie* and *J. G. Joseph*, for the banking company.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) dismissed the appeal. They said that, accepting the finding of the facts by Wright J., the case was absolutely concluded by *In re Rogers*, (1891) 8 Morr. 243. And their Lordships were of opinion that Wright J. had come to a right conclusion upon the evidence, namely, that the 300*l.* was impressed with a trust, so that it could never be used for any other purpose than paying the banking company. But the Court did not express any opinion as to any question between the trustee and *Boyfus*.

Solicitors: *King, Wigg & Co.*; *Ernest Salaman, Fort & Co.*  
W. I. C.

# High Court of Justice.

## CHANCERY DIVISION.

Farwell J. June 18.  
BRITISH HOMES ASSURANCE CORPORATION, LIMITED *v.*  
PATERSON.

*Partnership—Liability for fraud of co-partner—Contract with co-partner before partnership—Novation—Election to abide by original contract—Solicitors.*

The plaintiffs, a limited company, whose business consisted largely of advancing money upon mortgage, were in the habit of appointing local solicitors to act for them in certain districts. In May, 1899, they appointed F. Atkinson, a solicitor carrying on business at Hastings and Bexhill under the name of Atkinson & Atkinson, their solicitor for the Hastings district. They knew that Atkinson had then no partner. In September, 1900, the plaintiffs instructed Atkinson to act for them in the matter of an advance of 360*l.* on mortgage to Coleman. On the 31st of December, 1899, Atkinson took the defendant into partnership. Atkinson shortly afterwards gave notice in writing to the plaintiffs that he had taken a partner and the business would be carried on under the name of Atkinson & Paterson. The plaintiffs paid no attention to this notice, and continued to send letters and instructions to Atkinson addressed "Atkinson & Atkinson," and on the 23rd of February, 1901, they sent him, for the purpose of completing the mortgage, a cheque for 360*l.* drawn to the order of Atkinson & Atkinson. Atkinson sent a receipt signed "Atkinson & Atkinson," which the plaintiffs accepted, indorsed the cheque, and paid it into his private account and misappropriated the money.

The plaintiffs brought this action to make the defendant liable for the fraud of his partner.

*Jenkins, K.C.*, and *A. P. Poley*, for the plaintiffs.  
*Upjohn, K.C.*, and *F. Thompson*, for the defendant.

FARWELL J. said that the conduct of the plaintiffs amounted to an election to continue to employ Atkinson, and not to accept the partnership firm as their solicitors. They had paid the money to Atkinson in his individual capacity, and it had never come into the possession of the firm; and therefore the defendant was not liable for Atkinson's fraud.

Solicitors: *E. C. Rawlings & Butt*; *Field, Roscoe & Co.*  
J. R. B.

Farwell J. *In re* CHENOWETH. June 25.  
WARD *v.* DWELLEY.

*Gavelkind—Descent—Partibility—Extension to collaterals.*

The testator in this action died possessed of gavelkind lands as to which there was an intestacy. His nearest male relatives were two first cousins, the younger sons of his uncle, and three first cousins once removed, the sons of the eldest son of the same uncle, who had died in the lifetime of the testator. The eldest of these three was the testator's heir at common law.

The question raised by this summons was whether the partibility among heirs male according to the custom of gavelkind extended beyond brothers and their descendants, so as to be applicable in the present case, or whether, on failure of brothers and the issue of brothers, the custom was exhausted and the common law rule prevailed.

*H. Langford Lewis*, for the trustees of the will.  
*Jenkins, K.C.*, and *Greenwood*, for the heir-at-law.  
*Upjohn, K.C.*, and *J. Randall Stainer*, for the other male relatives.

FARWELL J. said that the tenure of gavelkind was the common law as to land in Kent, and not a custom in contravention of the common law like the custom of a manor. It



was not therefore necessary, as in the case of a manorial custom, to prove as a fact that the partibility amongst heirs male extended to collaterals; but it was a question of law upon which the opinions of deceased persons learned in the law could be referred to as authorities. Regarding the question as one of law, all the authorities (among which he referred to Robinson on Gavelkind, 3rd ed. p. 117, 5th ed. p. 89, Watkins on Descents, Chitty on Descents, the Third Report of the Real Property Commissioners, and Elton on the Tenures of Kent) were in favour of an unlimited extension of partibility to collaterals. But even if the question were one of fact, a single instance had been held sufficient to prove a custom in a manor, and the case of *Cole v. Wade*, stated in Mr. Wilson's note to Robinson on Gavelkind (3rd ed. p. 117), a statement which had been verified by counsel in this case examining the record, and *In re Fullagar*, a case in Lunacy stated in the same note, were instances in which the divisibility had been extended beyond the limits suggested. He therefore found that the divisibility extended to heirs of every degree.

Solicitors: *Calkin, Lewis & Stokes.*

J. R. B.

Swinfen Eady J.

June 20, 21, 23.

PERCIVAL v. WRIGHT.

*Company—Directors—Purchase of shares—Fiduciary position—  
Negotiations for sale of undertaking—Duty to disclose.*

Witness action.

This was an action to set aside a sale of shares in a limited company on the ground that the purchasers, being directors, ought to have disclosed certain facts to their vendor shareholders.

In and prior to October, 1900, the plaintiffs held 253 10 $\frac{1}{2}$  shares in a colliery company called Nixon's Navigation Company, Limited.

The objects of the company included the disposal by sale of all or any of the property of the company.

The shares of the company, which were in few hands and were transferable only with the approval of the board of directors, had no market price and were not quoted on the Stock Exchange.

On the 8th of October, 1900, the plaintiffs' solicitors wrote to the secretary of the company asking if he knew of any one disposed to purchase shares.

On the 15th of October, 1900, in answer to an inquiry by the secretary, the plaintiffs' solicitors wrote stating that the plaintiffs would be disposed to entertain offers of 12 $\frac{1}{2}$  5s. per share.

This price was based on a valuation which the plaintiffs had obtained from independent valuers some months previously.

On the 17th of October, 1900, the chairman of the company wrote to the plaintiffs' solicitors stating that he would take the shares at 12 $\frac{1}{2}$  5s.

On the 20th of October, 1900, the plaintiffs' solicitors, having taken a fresh valuation, replied that the plaintiffs were prepared to accept 12 $\frac{1}{2}$  10s. per share.

On the 22nd of October, 1901, the chairman wrote accepting that offer on behalf of himself and two other directors.

The transfers having been approved by the board, the transaction was completed.

The plaintiffs subsequently discovered that, prior to and during their own negotiations for sale, the chairman and the board were being approached by one Holden with a view to the purchase of the entire undertaking of the company, which Holden wished to resell at a profit to a new company. Various prices were successively suggested by Holden, all of which represented considerably over 12 $\frac{1}{2}$  10s. per share, but no firm offer was ever made which the board could lay before the shareholders, and the negotiations ultimately proved abortive. The Court was not in fact satisfied on the evidence that the board ever intended to sell.

The plaintiffs brought this action against the chairman and the two other purchasing directors, asking to have the sale set aside on the ground that the defendants as directors ought to have disclosed the negotiations with Holden when treating for the purchase of the plaintiffs' shares.

The plaintiffs did not suggest that there had been any unfair dealing, or that a better price could have been obtained for the shares, but contended that, although the directors need not have disclosed information acquired in the ordinary course of management of the company, it was their duty to disclose anything of a special nature, such as negotiations to sell the entire undertaking; and the moment those negotiations were on foot the directors became trustees for sale for the benefit of the individual shareholders, and were as such precluded from purchasing their shares without full disclosure of those negotiations.

*Eve, K.C., and Vaughan Hawkins*, for the plaintiffs.

*Macnaghten, K.C., and Mark Romer*, for the defendants.

SWINFEN EADY J. It is admitted that the directors were not trustees for the individual shareholders before the negotiations for the sale of the undertaking were on foot, but it is contended that at the commencement of those negotiations their position was changed. No authority has been cited for that proposition. Why should the line be drawn at that point? It is said that directors purchasing shares would not be bound to disclose a large casual profit, the discovery of a new vein, or the expectation of a good dividend, because those items would be merely incidents in the ordinary course of management, but that negotiations for sale of the undertaking are on a different footing. Why? The true rule is that the shareholders are fixed with knowledge of all the directors' powers alike, including their power of negotiating a sale of the undertaking; and they have no reason to assume that that power, any more than any other power, is not being exercised.

In my opinion the defendants were under no obligation to disclose to the plaintiffs the negotiations which ultimately proved abortive.

The contrary view would place directors in the position of being unable to purchase shares, unless they make a premature disclosure of negotiations, which their duty to the company may well require them to keep undisclosed.

The plaintiffs' case wholly fails, and must be dismissed with costs.

Solicitors: *Eyre, Dowling & Co.; Ince, Colt & Ince.*

G. R. A.



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**COURT I.**

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<i>Favets v. Merry.</i> Appeal from Ridley J. Dismissed.
<i>Tredegar Iron and Coal Company, Limited v. Hawthorn Brothers &amp; Co.</i> Appeal from Phillimore J. Part heard.

**SATURDAY, July 5.**

<i>Tredegar Iron and Coal Company, Limited v. Hawthorn Brothers &amp; Co.</i> Appeal from Phillimore J. Allowed.
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**FRIDAY, July 4.**

<i>In re Earl of Harrowby. Earl of Harrowby v. Ryder.</i> Appeal from Cozens-Hardy J. Dismissed.
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**SATURDAY, July 5.**

<i>Great Western Railway Company v. Talbot.</i> Appeal from Kekewich J. Part heard.
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<i>Great Western Railway Company v. Talbot.</i> Appeal from Kekewich J. <i>Our. adv. vult.</i>
<i>In re Leeds and Hanley Theatres of Varieties, Limited.</i> Appeal from Wright J. Part heard.

**TUESDAY, July 8.**

<i>In re Leeds and Hanley Theatres of Varieties, Limited.</i> Appeal from Wright J. Part heard.
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## WEDNESDAY, July 9.

*In re a Debtor. Ex parte the Debtor.* Appeal from Mr. Registrar Hope. *Cur. adv. vult.*  
*In re Irvine & Coles' Contract.* Appeal from C zens-Hardy J. Part heard.

## THURSDAY, July 10.

*Echofield v. Allen.* Appeal from Kekowich J. Dismissed.  
*In re Youde's Billposting, Limited.* *Ex parte Clayton.* Appeal from Buckley J. Dismissed.  
*In re Youde's Billposting, Limited.* *Ex parte Crowther.* Appeal from Buckley J. Dismissed.  
*In re Irvine & Coles' Contract.* Appeal from Cozens-Hardy J. Allowed.  
*In re Leeds and Hanley Theatres of Varieties, Limited.* Appeal from Wright J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. *In re WOOD.* July 2.  
 WOOD v. WOOD.

*Will—Construction—Illegitimate children—Gift to children nominatim—Gift to next of kin of children.*

Appeal from a decision of Kekewich J., reported [1901] 2 Ch. 578.

A testator by his will, dated in May, 1883, bequeathed divers pecuniary legacies to his seven children by name, and he directed his trustees to stand possessed of his residuary estate, after the death of his wife, in trust for such of his seven therein-before-named children as should be then living and should attain twenty-one. The testator also directed his trustees to retain the legacy and share of residue which any daughter might take under the will upon trust to pay the income to the daughter for life, and after her death, in case she should leave a husband surviving, for her husband for life if she should so appoint, and subject thereto in trust for her children as therein mentioned; and if there should be no such child, then in trust for the persons who at the death of such daughter would have become entitled to such share under the statutes for the distribution of the personal estates of intestates in case she had died possessed thereof without having been married. After the testator's death it was ascertained from the testator's widow that three of the testator's children (including his daughter R.) were borne by her to him before her marriage. R. died after the testator and after his widow, leaving a husband surviving, but without having exercised her power of appointment under the will in his favour, and without having had any issue. A summons was taken out to determine whether her legacy and

share of residue devolved upon the persons who would have been her next of kin at the time of her death if she had been legitimate, or passed to her legal representative, or became divisible amongst the persons entitled in right of the testator's widow and legitimate children, as if he had died intestate in relation thereto.

Kekewich J. held, following *In re Standley's Estate, (1868)* L. R. 5 Eq. 303, that the share passed to the daughter's legal personal representative as if it had been absolutely bequeathed to her. The persons claiming as next of kin of the daughter appealed.

*Warrington, K.C., and Lyttelton Chubb*, for the appellants.  
*Renshaw, K.C., and Frederic Thompson*, for the persons entitled on an intestacy.

*P. O. Lawrence, K.C., and Peterson*, for the daughter's legal personal representative.

THE COURT (Vaughan Williams, Romer, and Stirling L.JJ.) allowed the appeal.

They held (Vaughan Williams L.J. doubting, but not dissenting) that the gift to the next of kin under the Statutes of Distribution ought to be construed in such a way as to give some effect to it, and that the intention of the testator as shewn by the will was to treat the illegitimate children as if they were legitimate for all purposes, so that they should be deemed to be akin to their brothers and sisters. They therefore held that the daughter's share passed to the persons who would have been her next of kin at the time of her death if all the children had been legitimate.

Solicitors: *Indermaur, Clark & Parker; Field, Roscoe & Co.*  
 H. B. H.

C. A. July 3.  
 ROYAL EXCHANGE ASSURANCE CORPORATION v. SJOFORSÄKRINGS  
 ARTIEBOLAGET VEGA.

*Insurance (Marine)—Policy—Time policy for more than twelve months—Continuation clause, Validity of—Stamp Act, 1891 (54 & 55 Vict. c. 39), s. 93.*

Appeal from the judgment of Bigham J., reported [1901] 2 K. B. 567.

The action was upon a policy of marine insurance upon a ship for a period of twelve months which contained the following clause: "Should the vessel be at sea or abroad on the expiration of this policy, it is agreed to hold her covered until arrival at her port of final destination in the United Kingdom or on the Continent of Europe at a *pro rata* daily premium." On the expiration of the twelve months the ship was abroad, and on her voyage home she was lost. Bigham J. held that the policy was one entire contract of insurance for a time exceeding twelve months, and was consequently invalid as being in contravention of sect. 93, sub-sect. 3, of the Stamp Act, 1891.

*J. A. Hamilton, K.C., and Chaytor*, for the plaintiffs.  
*Scrutton, K.C., and Theobald Mathew*, for the defendants.

THE COURT (Collins M.R., Mathew L.J., and Cozens-Hardy L.J.) affirmed the judgment of Bigham J., and dismissed the appeal.

Solicitors for the plaintiffs: *Hollams, Son, Coward, & Hawksley.*

Solicitors for the defendants: *Waltons, Johnson, Bubb & Whalton.*  
 E. L.

# High Court of Justice.

## CHANCERY DIVISION.

Kekewich J. July 1.  
**WOOLFE v. AUTOMATIC PICTURE GALLERY, LIMITED.**

*Patent—Amendment—Jurisdiction of comptroller—Petition for revocation presented after application for amendment—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 18, sub-s. 10.*

In this case a question arose as to the construction of sect. 18, sub-sect. 10, of the Patents, Designs, and Trade Marks Act, 1883. Sect. 18 contains provisions for the amendment of specifications by way of disclaimer, correction, or explanation on application to the comptroller, and sub-sect. 10 (as amended by the Act of 1888) is as follows: "The foregoing provisions of this section do not apply when, and so long as any action for infringement or proceeding for revocation of a patent is pending." By sect. 19, in an action for infringement of a patent and in a proceeding for revocation of a patent, the Court or judge may at any time order that the patentee shall be at liberty to apply at the Patent Office for leave to amend his specification by way of disclaimer.

The plaintiff in this action had applied under sect. 18 for leave to amend the specification of a patent of which he was owner. After this application was made and before it was dealt with, the defendants presented a petition for revocation of the patent. The comptroller subsequently granted leave to amend, and the plaintiff brought this action on the amended patent against the defendants for infringement. The defendants contended that after the presentation of the petition for revocation the jurisdiction of the comptroller was gone by reason of sub-sect. 10, and that, therefore, no action could be maintained on the patent as amended.

*T. Terrell, K.C., and Walter, for the plaintiff.*

*Moulton, K.C., and J. W. Gordon, for the defendants.*

KEKEWICH J. said that the question was whether, where an application had been made by a patentee for leave to amend his specification, there being at the time of the application no action for infringement or proceeding for revocation pending, that application could properly proceed without the leave of the Court, notwithstanding that after that date some action for infringement was commenced or proceeding for revocation instituted. His Lordship referred to the provisions and scheme of the Act, and said that it was against principle to say that an application of this character, which was in the nature of a legal proceeding, could be stopped by anything which occurred afterwards, and an Act of Parliament ought not to be construed in such a way as to bring about an absurdity. There was no authority upon the point. The *dictum* of Fry L.J. in *Singer v. Stassen & Son*, (1884) 1 Rep. Pat. Cas. 121, was in accordance with the view above intimated. The contrary *dictum* of Chitty L.J. in *In re Deeley's Patent*, (1894) 11 Rep. Pat. Cas. 72, was pronounced in the absence of argument. His Lordship therefore held that an application to amend once made could properly be proceeded with, notwithstanding that during the

course of the proceedings in the Patent Office a petition for revocation was presented.

Solicitors: *Field, Roscoe & Co.; W. V. H. Collett.*

C. C. M. D.

Kekewich J.

*In re BUCKWELL & BERKELEY.*

July 2.

*Costs—Taxation—Allowances—Disbursements—Deposits as security for costs of discovery under Order XXXI., rr. 25, 26, of Rules of the Supreme Court, 1883.*

In a bill of costs submitted to taxation by the solicitors in an action, two items were charged of sums of 5*l.* and 8*l.*, being deposits paid as security for costs of discovery under Order XXXI., rr. 25, 26. The master disallowed these items, and, in answer to objections taken out by the solicitors, said that the deposits could not be allowed as the solicitors could obtain the return of them. The solicitors took out a summons to review the taxation.

*E. E. Humphrys*, for the applicants, in support of the objections, contended that the deposits were disbursements within 6 & 7 Vict. c. 73, s. 37, which ought to be allowed on taxation, and referred to *In re Remnant* (1849) 11 Beav. 603, recently approved by the Court of Appeal in *In re Kingdon & Wilson*, (1902) 18 Times L. R. 588.

*Hansell*, for the respondent, contended, on the construction of Order XXXI., rr. 25—27, that the deposits were not disbursements.

KEKEWICH J. held that as the payments in question were made by the solicitor in the regular course of litigation and in the due discharge of his duty within the principle of the authorities cited, they were disbursements which ought to be allowed.

Solicitors: *J. C. Buckwell & Berkeley; Cameron, Kemm & Co.*  
 C. C. M. D.

Farwell J.

*In re HARBOWBY AND PAINE'S CONTRACT.*

July 1.

*Vendor and purchaser—Legal personal representative—Vesting of real estate—Land Transfer Act, 1897 (60 & 61 Vict. c. 65), ss. 1, 2—Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 70—Rules of the Supreme Court, 1883, Order XVI., r. 8.*

The contract in this matter was entered into by the vendors, who were equitable mortgagees, in pursuance of an order made in a foreclosure action, in which the vendors were plaintiffs and the defendants were the administratrix of the mortgagor, who had died intestate after the Land Transfer Act, 1897, came into operation, and a trustee in whom the legal estate was vested. The purchaser took the objection that the heir-at-law of the mortgagor ought to have been a party, and the vendors could not make a good title without adding him as a party, or making him join in the conveyance; and took out this summons under the Vendor and Purchaser Act for a declaration to that effect.

*J. M. Stone*, for the purchaser.

*Bryan Farrer*, for the vendors, was not called upon.

FARWELL J. said that, in the first place, the case was exactly within the words of sect. 70 of the Conveyancing Act, and the purchaser was protected by that section; but, besides this, the Land Transfer Act, 1897, s. 1, applied, and made the intestate's

real estate vest in the administratrix as if it were a chattel real, and sect. 2, sub-sect. 2, gave her all the rights and liabilities she would have had with regard to a chattel real, that included the right to redeem and the liability to be sued in a foreclosure action. It was sufficiently clear to his mind that the administratrix represented the real estate within the meaning of the Rules of the Supreme Court, Order XVI, r. 8, and it was sufficient under that rule to make her a defendant, though the Court had power to add others, and would do so if there were any doubt whether the legal personal representative was the right person to redeem. In this case the order had been made without doing this, and he had no doubt the point had been considered. The summons must be dismissed with costs.

Solicitors: *Rowcliffes & Co.*, for *F. S. Champion, Sons & Hare*, Brighton; *Farrer & Co.* J. R. B.

Farwell J.

BLAMEY v. BLAMEY.

July 2.

*Practice—Affidavits not intituled in any matter, and in third person—Rules of the Supreme Court, 1883, Order XXXVIII, rr. 2, 7.*

This was the hearing of a partition action in which the evidence was by agreement taken by affidavit. The plaintiffs produced an affidavit sworn in the United States, which was not intituled in any cause or matter, as required by Order XXXVIII, r. 2; and was made in the third person instead of the first, as required by rule 7. It was stated that the practice in the United States was that all affidavits were sworn in the form adopted here, i.e., "Personally appeared before the undersigned authority A. B., who, being first duly sworn, deposes and says that he, &c." All parties desired that the affidavit should be allowed to be filed to avoid the great expense of getting it re-sworn.

*Beaumont*, for the plaintiff. Affidavits sworn in America in the third person were admitted in *In re Husband*, (1865) 12 L. T. 303; Annual Practice, 1902, 533; and affidavits not intituled in a cause or matter were allowed to be filed in *Salvidge v. Tutton*, (1869) 20 L. T. 300; Annual Practice, 1902, 528.

*J. M. Paterson*, for the defendants.

FARWELL J. said that in *Salvidge v. Tutton* (1869) 20 L. T. 300, Malins V.-C. made the order on the footing that under the same circumstances the Court had made a similar order. That was in 1869; and on the same footing he would follow the two cases cited, and allow the affidavits to be admitted.

Solicitor: *W. Hubert Smith*.

J. R. B.

Swinfen Eady J.

June 24.

BAXENDALE v. NORTH LAMBETH LIBERAL AND RADICAL CLUB, LIMITED.

*Right of way—Grant—"Executors, administrators and assigns, undertenants and servants"—Licensees.*

Witness action.

This was an action by the lessee of Blackacre against the defendant club and one of its members claiming (*inter alia*) an injunction to restrain the members, honorary members, guests, visitors, officers, and tradespeople of the defendant club, the present lessee of Whiteacre, from using a passage across Blackacre as a right of way from Whiteacre into a public road.

The defendant club, a society registered and incorporated under the Industrial and Provident Societies Act, 1899 (56 & 57 Vict. c. 39), had recently built a workmen's club on Whiteacre, the only present access to which was over the passage in dispute.

The right of way was claimed under a lease of the 8th of November, 1879, by which the common owner of Blackacre and Whiteacre demised Whiteacre to the predecessor in title of the defendant club with a right of way over the passage in question for "the lessee, his executors, administrators and assigns, undertenants and servants," for "all purposes connected with the use and enjoyment of the said premises."

The lease contemplated the erection of buildings, and there was nothing to prohibit their user for the purposes of a workmen's club.

The plaintiff, whose lease was subject to the right of way, contended (*inter alia*) that the members, honorary members, guests, visitors, officers, and tradespeople of the club were mere licensees, and not within the above grant.

*Eve, K.C.*, and *Leverson*, for the plaintiff.

*Vernon Smith, K.C.*, and *Howland Jackson*, for the defendants.

SWINFEN EADY J. Although "visitors" and "persons authorized" are not expressly mentioned as in some of the conveyancing precedents, I am of opinion that the grant of a right of way extends to all persons lawfully going to and from the dominant tenement. The members, honorary members, guests, visitors, officers, and tradespeople of the club clearly come under that description. The action fails, and must be dismissed with costs.

Solicitors: *Upton, Atkey & Co.*; *Chalton Hubbard*.

G. R. A.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

THURSDAY, July 10.

*Rev. G. N. Herbert v. McQuade.* Appeal from Kennedy and Phillimore JJ. Allowed.  
*Robinson Gold Mining Company, Limited, and Others v. Alliance Marine and General Assurance Company, Limited.* Appeal from Phillimore J. Part heard.

FRIDAY, July 11.

*Robinson Gold Mining Company, Limited, and Others v. Alliance Marine and General Assurance Company, Limited.* Appeal from Phillimore J. Dismissed.  
*Carter v. Leyson.* Appeal from Phillimore J. Allowed.

SATURDAY, July 12.

*Moineaux v. London, Birmingham and Manchester Insurance Company, Limited.* Appeal from Phillimore J. Part heard.

## MONDAY, July 14.

*Molineaux v. London, Birmingham and Manchester Insurance Company, Limited.* Appeal from Phillimore J. *Cur. adv. vult.*  
*Long Eaton Recreation Grounds Company, Limited v. Midland Railway Company.* Appeal from Lawrance J. Part heard.

## TUESDAY, July 15.

*Long Eaton Recreation Grounds Company, Limited v. Midland Railway Company.* Appeal from Lawrance J. Part heard.

## WEDNESDAY, July 16.

*New River Company v. Assessment Committee of Hertford Union and Others.* Appeal from Ridley and Bigham JJ. Part heard.

## THURSDAY, July 17.

*New River Company v. Assessment Committee of Hertford Union and Others.* Appeal from Ridley and Bigham JJ. *Cur. adv. vult.*  
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## COURT II.

## THURSDAY, July 3.

*Sproat v. Marchese.* Appeal from Buckley J. Dismissed.  
*In re Leeds and Hanley Theatres of Varieties, Limited.* Appeal from Wright J. Part heard.

## FRIDAY, July 11.

*Ashworth v. English Card Company.* Appeal from Joyce J. Allowed.  
*In re a Debtor. Ex parte the Debtor, No. 689 of 1902.* Appeal from Mr. Registrar Hope. Dismissed.  
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*In re Leeds and Hanley Theatres of Varieties, Limited.* Appeal from Wright J. Dismissed.  
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*In re Margeston. Margeston v. Margeston.* Appeal from Byrne J. Dismissed.  
*Fleming v. Loe. Mackusick v. Fleming.* Appeal from Cozens-Hardy J. Part heard.

## MONDAY, July 14.

*Fleming v. Loe. Mackusick v. Fleming.* Appeal from Cozens-Hardy J. Allowed.  
*Attorney-General v. Bournemouth Corporation.* Appeal from Swinfen Eady J. Part heard.

## TUESDAY, July 15.

*Attorney-General v. Bournemouth Corporation.* Appeal from Swinfen Eady J. Allowed.  
*Holmstead v. Cooper.* Appeal from Cozens-Hardy J. Part heard.

## WEDNESDAY, July 16.

*Holmstead v. Cooper.* Appeal from Cozens-Hardy J. Dismissed.  
*In re Spear. Cairns v. Spear.* Appeal from V.-C. of County Palatine of Lancaster. Dismissed  
*Byrne v. Reid. Same v. Same.* Appeal from Joyce J. Part heard.

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## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. July 8.  
 IGOE, APP.; SHANN AND OTHERS, RESP.

*Licensing Acts—Licence—Renewal—Value of premises—Objection—Break in the continuity of the holding of licence—Licensing Act, 1872 (35 & 36 Vict. c. 94), s. 45.*

The decision of the King's Bench Division, reported [1901] 2 K. B. 740, was reversed by the Court of Appeal (Collins M.R. and Mathew L.J., Cozens-Hardy L.J. dissenting).

*Avory, K.C., and Randolph,* for the appellant.

*C. A. Russell, K.C., and Hildesheimer,* for the respondents.

*Solicitors: R. B. Wheatley, Son & Daniel, for Cobbett, Wheeler & Cobbett, Manchester; Hockin, Raby & Beckton, Manchester.*

A. M.

C. A. July 10.  
 HERBERT v. MOQUADE.

*Revenue—Income tax—Public office or employment of profit—Incumbent of benefice—Grant from Queen Victoria Clergy Sustentation Fund—Income Tax Acts, 1842 (5 & 6 Vict. c. 35), s. 146; 1853 (16 & 17 Vict. c. 34), s. 2, Sched. E.*

Appeal from the judgment of a Divisional Court, reported [1901] 2 K. B. 761.

*Sir R. B. Finlay, A.-G., Sir E. H. Carson, S.-G., and Rowlatt,* for the appellant.

*Danckwerts, K.C., and F. Low, K.C.,* for the respondent.

THE COURT (Collins M.R., Stirling and Mathew L.JJ.) were of opinion that the grant was not in the nature of a personal gift to the particular incumbent, but was a grant in augmentation of the value of the benefice; they therefore held that the amount of the grant was chargeable with income tax under Sched. E as being profits accruing by reason of the appellant's office or employment, and reversed the decision of the Divisional Court.

*Appeal allowed.*

Solicitor for the appellant: *Solicitor of Inland Revenue.*

Solicitors for the respondent: *Crowders, Vizard & Oldham, for Mills & Reeve, Norwich.*

W. J. B.

C. A. July 11.  
 ROBINSON GOLD MINING COMPANY v. ALLIANCE INSURANCE COMPANY.

*Insurance (Marine)—Policy—Property of alien enemy—Loss before commencement of war—Seizure by enemy's government of property of its own subject—Warranty against "capture, seizure, or detention."*

Appeal from a judgment of Phillimore J., reported [1901] 2 K. B. 919.

*Lawson Walton, K.C., and J. A. Hamilton, K.C. (John Dove with them), for the appellants.*

*Lord Robert Cecil, K.C., and Hon. Alfred Lyttelton, K.C. (Lochnis with them), for the respondents.*

THE COURT (Collins M.B., Mathew and Cozens-Hardy L.J.J.) held that there had been a "seizure" of the gold within the meaning of the warranty in the policy of insurance, and affirmed the judgment of Phillimore J.

*Appeal dismissed.*

Solicitors for the appellants: *Ingle, Holmes & Sons.*

Solicitors for the respondents: *Waltons, Johnson, Bubb & Whetton.*

C. A. *In re JAMES EDGECOME.* July 9, 11.  
*Ex parte JAMES EDGECOME.*

*Committal—Non-payment of rates—Imprisonment—Receiving order—Release—Jurisdiction—Legal process—Punitive order—Distress for Rates Act, 1849 (12 & 13 Vict. c. 14), s. 2—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 4, sub-s. 2—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 10, sub-s. 2.*

Appeal from a decision of Mr. Registrar Hope.

James Edgcome was the occupier of 12, St. James's Square, in the city of Westminster, and was liable to pay 174l. 16s. 4½d. under a general rate made on the 12th of April, 1901. He did not pay these rates, and a distress was issued by a police magistrate to levy that sum on his goods. A return of *nulla bona* was made, and on the 10th of March, 1902, a warrant of commitment in default of distress was issued by the magistrate directing that Edgcome should be imprisoned for one month unless the money were sooner paid. The warrant was directed to be held over for a month, and was eventually executed on the 1st of July, when Edgcome was imprisoned at Holloway. On the 2nd of July he presented a bankruptcy petition, and on the same day a receiving order was made against him on that petition. On the 4th of July he applied to the registrar in bankruptcy for an order that he should be released from prison under sects. 9 and 10 of the Bankruptcy Act, 1883, on the ground that the committal was a legal process against his property or person, and ought to be stayed.

The registrar dismissed the application, and the debtor appealed.

*Haldinstein, for the appellant.*

*Muir Mackenzie, for the mayor, &c., of Westminster.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) dismissed the appeal. A committal by a magistrate under the Distress for Rates Act, 1849, was of a punitive character, although it determined on payment of the debt. Orders made under sect. 4 of the Debtors Act, 1869, had a similar effect. The exceptions there mentioned to the general rule that in future there should be no imprisonment for debt formed a class of cases standing on the same footing, and were excepted because imprisonment under them all meant punishment. That was the view expressed in *Middleton v. Chichester*, (1871) L. R. 5 Ch. 152, and *In re Smith. Hands v. Andrews*, [1893] 2 Ch. 1. Therefore the Bankruptcy Court had no jurisdiction to interfere under sect. 10, sub-sect. 2, of the Bankruptcy Act, 1883.

Solicitors: *R. G. Davis; Caprons, Hitchins, Brabant & Hitchins.* H. C. B.

C. A.

July 11.

*In re LEEDS AND HANLEY THEATRES OF VARIETIES, LIMITED.*

*Company—Promoter—Misfeasance—Secret profit—Prospectus—Non-disclosure—Measure of damages.*

Appeal from a decision of Wright J.

The Consolidated Exploration and Finance Company was a company whose business was the promotion of other companies. They were the promoters of a company called the Leeds and Hanley Theatres of Varieties, Limited. The Consolidated Company agreed to purchase two music-halls, which were to be sold to the then intended Theatres Company. The agreements entered into provided for the sale of the halls at prices amounting to 24,000l. to one Rands, a man of no substance, who was a trustee for the Consolidated Company; and he agreed to sell the halls for 75,000l. to one Carter, who was a trustee for the then intended Theatres Company. The real vendors were the Consolidated Company. The directors of the Theatres Company were appointed by the Consolidated Company, and two of them received their qualification from that company. The prospectus of the Theatres Company, which was prepared and issued with the knowledge and privity of the Consolidated Company, did not disclose the fact that the latter company were the real vendors to the Theatres Company, or that they were making a large profit upon the sale. The prospectus stated three contracts, two for the sale of the music-halls respectively to Rands, and a third for the sale of the halls by him to Carter, as a trustee on behalf of the Theatres Company. The prospectus stated that "the vendor, who has the fullest confidence in the success of the company, will defray all expenses of registration, &c., up to and including allotment, and stipulates for the right to apply for and have allotted to him, in part payment of the purchase-money, one-third of the share capital, on the same terms as the allotment is made to the public." The companies being both in liquidation, Wright J., on the application of the liquidator of the Theatres Company, made an order declaring that the Consolidated Company was a promoter of the Theatres Company, and that the Consolidated Company was accountable to the liquidator of the Theatres Company for the profit received by the Consolidated Company by the purchase and resale of the halls, with interest at 4 per cent. from the date of receipt thereof until payment.

The Consolidated Company appealed.

*The Hon. E. C. Macnaghten, K.C., and Kenyon Parker, for the appellants.*

*Younger, K.C., and W. H. Cozens-Hardy, for the liquidator of the Theatres Company.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. said that it was clear that the Consolidated Company from the first were acting as the promoters of the Theatres Company. Their intention was to buy the music-halls for the purpose of selling them to a company which they were to create, viz., the Theatres Company. They stood in a fiduciary relation to the Theatres Company, i.e., to the persons who were invited to become shareholders in that company. It was their plain duty to disclose the fact that they were the beneficial vendors of the property which was sold to the Theatres Company, and that they were making a profit upon the sale. The prospectus was issued with their knowledge and

privity. It did not disclose their interest, but, on the contrary, represented Rands as the vendor. It contained a *suggestio falsi*. This being so, the Theatres Company were entitled to recover damages from the Consolidated Company, and the measure of damages was the profit which the latter company made by the purchase and resale of the music-halls.

ROMER and STIRLING L.J.J. concurred.

Solicitors: *R. Raphael & Co.*; *G. B. W. Digby.*

W. L. C.

C. A. FLEMING v. LOR. July 14.

*Vendor and purchaser—Voidable contract—Assignment of contract—Privity of contract—Money had and received, Action for.*

Appeal from Cozens-Hardy J., [1901] 2 Ch. 594.

A contract of sale was induced by and voidable for misrepresentations made by the vendor. The vendor assigned the benefit of the contract, and payments made as under the contract by the purchaser, before he elected to avoid it, were received by the vendor's assignee. The assignee sued for specific performance, making the vendor and purchaser defendants, and the purchaser counter-claimed, as for money had and received, for repayment of the sums paid by him. The original action was dismissed, and on the counter-claim judgment was given by Cozens-Hardy J., [1901] 2 Ch. 594, for the purchaser against the plaintiff, the assignee, for the sums claimed, with costs, on the ground that they constituted money had and received on a total failure of consideration.

The plaintiff appealed.

*Eve, K.C.*, and *Martelli*, for the plaintiff.

*Upjohn, K.C.*, and *D. D. Robertson*, for the defendant, the purchaser.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal and dismissed the counter-claim with costs, holding, upon the facts, that the moneys paid to the plaintiff, the vendor's assignee, had been duly appropriated by him to the purposes for which, under the contract, they were paid and intended by the purchaser, and therefore could not now be recovered from the plaintiff.

Solicitors: *Morten, Cutler & Co.*; *Last & Sons.*

G. I. F. C.

C. A. ATTORNEY-GENERAL v. MAYOR, &C., OF BOURNEMOUTH. July 15.

*Tramway—"Substantial commencement of works"—Cesser of powers—Evidence—Tramways Act, 1870 (33 & 34 Vict. c. 78), s. 18.*

Appeal from the decision of Swinfen Eady J., noted *ante*, p. 126.

The plaintiffs appealed.

*Warmington, K.C.*, and *R. J. Parker*, for the plaintiffs.

*Vernon Smith, K.C.*, and *Charles Church*, for the defendants.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal. They held that, when sect. 18 of the Tramways Act, 1870, made a notice purporting to be published by the Board of Trade in the *Gazette* "conclusive evidence" of the non-commencement of works, it was not meant that no other evidence should be admissible in the absence

of such a notice. Their Lordships disapproved of the decision of Kekewich J. to the contrary in *In re Dudley and Kingswinford Tramways Company*, (1898) 69 L. T. (N.S.) 711. Their Lordships also held that in the present case the defendants had not "substantially commenced" their works within a year from the date of the provisional order. In their opinion, sect. 18 meant an execution of physical works on the tramway line. The making of contracts for the supply of dynamos and cars was not a "substantial commencement" of the works within the meaning of sect. 18. Statutory provisions for the benefit of the public ought to be strictly enforced, even if the enforcement of them would produce hardship to individuals. The injunction claimed by the plaintiffs was accordingly granted.

Solicitors: *Sydney Morse*; *Lovell, Son & Pitfield*, for J. & W. H. *Druitt*, Bournemouth. W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Byrne J. DELVES v. GRAY. July 7.

*Vendor and purchaser—Specific performance—Sale by trustees—Repurchase by one trustee—Executory contract—Purchaser's nominee—Breach of trust.*

By an agreement of the 17th of January, 1902, two trustees for sale, D. and C., contracted to sell a copyhold property to the defendant for 800*l.*, the purchase to be completed on the 28th of February, 1902. The title was investigated and accepted by the defendant, and the conveyance prepared and engrossed. The defendant subsequently regretted his purchase, and by an agreement of the 17th of February, 1902, contracted with one of the trustees, D., for the sale to him of this property for 800*l.*, and he then wrote and required the conveyance to be made to D., as sub-purchaser, claiming the right to have the sub-purchaser's name substituted for his own in the conveyance as his nominee. D. subsequently declined to allow his name to be inserted in the conveyance, alleging that he had entered into the second contract under a mistaken idea of his duties as trustee. As the defendant refused to accept a conveyance of the property from the trustees, they brought the present action against him for specific performance of the contract of the 17th of January, 1902; the only defence to this action was a counter-claim by the defendant for specific performance by D. of the contract of the 17th of February, or damages for the breach thereof.

*Levett, K.C.*, and *W. A. Jolly*, for the plaintiffs.

*Norton, K.C.*, and *Hon. M. Macnaghten*, for the defendant.

BYRNE J. held that, the contract of the 17th of January being executory, the trustee could not repurchase the property from his own purchaser; that the defendant was bound to complete his contract, and judgment for specific performance must be given against him. As to the counter-claim, the defendant was not in a position to enforce specific performance against D., and



being able to confer upon him a marketable title; nor was he entitled to damages, as the defendant must be deemed to have known that D. was incapable of purchasing under the circumstances. With reference to the claim that, independently of contract, the defendant as purchaser was entitled to have D.'s name inserted in the conveyance as his nominee, his Lordship knew of no principle or authority which compelled vendors to convey to one of their own number, who declined to accept the nomination, under circumstances which might certainly expose them hereafter to the risk of being parties to a breach of trust.

Solicitors: *Sharpe, Parker, Pritchards, Barham & Lawford*, for *W. E. Oripps, Son & Daish*, Tunbridge Wells; *Collyer-Bristow, Hill, Curtis & Dods*, for *Stone, Simpson & Mason*, Tunbridge Wells. W. C. D.

Buckley J. In re JOSEPH SMITH. July 8, 4.  
SMITH v. LEWIS.

Trustees—Investment—Breach of trust—Shares in limited company—Reconstruction—Exchange of shares in old company for shares in new company—Retainer of shares—"Present form of investment."

The testator gave his real and personal estate to trustees upon trust for conversion, and after payment of debts and legacies to invest the proceeds, with power to vary investments. He declared that the trustees might postpone the conversion of his estate for so long as they should think fit, and "retain the same or any part thereof in its present form of investment." By the investment clause he empowered the trustees to purchase (*inter alia*) preference stock or shares of any joint stock company at the time of investment paying a dividend on its ordinary stock or shares. At the time of his death in 1895 the testator held 750 fully paid ordinary shares of 5*l.* each in the Birmingham Small Arms and Metal Company, Limited, a company which had no preference shares. The trustees found that the shares were of great value, and accordingly retained 520 of them. In 1896 the company, with a view to increasing its capital, passed resolutions for a reconstruction. The company was wound up voluntarily; a new company with the same name was formed; all the assets of the old company were transferred to the new company; and the new company allotted to each member of the old company, in exchange for every share of 5*l.* fully paid in the old company, one ordinary share of 5*l.* and one preference share of 5*l.* in the new company, credited as fully paid. The trustees did not dissent, as provided by sect. 161 of the Companies Act, 1862, but accepted 520 preference and 520 ordinary shares in the new company.

The question in dispute was whether under the will they were authorized to retain the shares in the new company.

*J. E. Harman*, for the surviving trustee.

*M. Romer*, for the tenants for life.

*R. J. Parker*, for the remaindermen.

BUCKLEY J. said that when the new company began in 1897 to pay dividends on its ordinary shares the preference shares became an authorized security within the investment clause, and the trustee could retain them. The question whether the trustee could retain the ordinary shares turned on whether

they came within the words of the will which authorized the retainer of the estate or any part thereof "in its present form of investment." No doubt the shares were different shares, but they were substantially the same form of investment. They were always subject to a liability to have preference shares put over them. They came to the trustees because the testator held the shares in the old company, and for no other reason. The only difference was that they were shares in a different company; but that company was only a transformation of the old company. There was no change in the form of the business, no additional liability on the shares, and the trustee was entitled to retain them.

Solicitors: *Sharpe, Parker, Pritchards, Barham & Lawford*, for *Benjamin Shirley Smith*, Birmingham. H. C. B.

Buckley J. July 11.  
DOUGHEY v. LOMAGUNDA REEFS, LIMITED.

Company—Memorandum of association—Reconstruction—Sale of assets for shares in new company—Voluntary winding-up—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 161.

Clause 3 of the memorandum of association of the defendant company stated as some of its objects—"(*n*) To sell or dispose of the undertaking of the company, or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company having objects altogether or in part similar to those of this company," and "(*v*) To distribute among the members in specie any property or any proceeds of sale or disposal of any property of the company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law." Clause 164 of the articles of association provided as follows: "If the company shall be wound up, the liquidators (whether voluntary or official) may, with the sanction of an extraordinary resolution, distribute in specie among the contributories any part of the assets of the company, and in particular any shares, stocks, or debentures of any other company which this company may be entitled to. . . ."

By an agreement dated the 12th of November, 1901, it was agreed (1) that the defendant company (which was then a going concern) should sell to the Lomagunda Development Company, Limited, all the undertaking and property of the plaintiff company; (2) that, as part of the consideration for the sale, the purchaser company should pay and discharge the debts and liabilities of and perform the contracts binding on the vendor company (and respectively mentioned in a schedule to the agreement), and keep the vendor company indemnified; (3) that the vendor company should retain out of the property and assets 200*l.* to defray the costs and expenses of and incident to the agreement and the winding-up of the vendor company, and should hand over to the purchaser company on the dissolution of the vendor company any balance, and that if the 200*l.* should be insufficient to defray the costs and expenses, the deficiency, up to 100*l.*, should be paid by the purchaser company; (4) that as the residue of the consideration the purchaser company should "allot to the vendor company or its nominee

or nominees 17,092 fully paid shares of 1*l.* each of the purchaser company, to be numbered 200,001 to 217,092 inclusive."

By clause 9 the agreement was declared to be conditional upon the same being sanctioned on or before the 31st of January, 1902, by an extraordinary resolution of the vendor company.

At a meeting of the shareholders of the vendor company held on the 30th of December, 1901, the following resolutions were duly passed: "(1) That the conditional agreement submitted to this meeting [date and parties stated] be and the same is hereby approved and adopted, and that the directors be and they are hereby authorized to carry the same into effect with such (if any) modifications as they may think fit to assent to. (2) That this company may be wound up voluntarily, and that Mr. L. Hasluck, of, &c., be and he is hereby appointed liquidator of the company for the purpose of such winding-up . . . and that the liquidator be and he is hereby authorized to distribute any of the assets of this company amongst the members in specie, and to exercise all or any of his powers and authorities by attorney."

The second resolution was confirmed as a special resolution at a meeting held on the 15th of January, 1902.

Doughty brought an action on behalf of himself and the other shareholders of the defendant company, claiming—(1) a declaration that the agreement was *ultra vires* of the company and was void; (2) an injunction to restrain the company and its liquidator, officers, servants, and agents from carrying into effect or in any way further acting upon the agreement; (3) alternatively, (a) a declaration that the company and its liquidator were not entitled to carry the agreement into effect without purchasing the interest of the plaintiff and other dissenting shareholders, and (b) an injunction to restrain the carrying out of the agreement without purchasing such interests accordingly.

G. F. Hart, for the plaintiff.

Astbury, K.C., and J. W. M. Holmes, for the defendant company.

BUCKLEY J. said that Chitty J., in *Cotton v. Imperial and Foreign Agency and Investment Corporation*, [1892] 3 Ch. 454, decided that, in pursuance of a clause in the memorandum of association providing for a sale of the company's undertaking, the undertaking might be sold with a view to having no subsequent undertaking at all, the sale being made at a time when the corporation as a living thing was to come to an end. The special resolutions for winding-up in that case were negatived at the meeting at which the agreement for sale was approved, and were passed afterwards; but Chitty J. did not draw any distinction from that fact, and his decision was binding on the Court. *Payne v. Cork Company*, [1900] 1 Ch. 308, decided, as regarded a reconstruction which was not carried out by a sale under a power in the memorandum, that the articles could not exclude sect. 161 of the Act of 1862. The question was whether in the present case the sale was properly made by the corporation under the memorandum, or whether it was in disguise a sale by a liquidator upon terms not justified by sect. 161. His Lordship held it to be the former, and dismissed the action with costs.

Solicitors: *Michael Abrahams, Sons & Co.; Ingle, Holmes & Sons.* F. E.

Joyce J.

*In re POLLARD.*

July 5.

POLLARD *v.* POLLARD.

*Sequestration—Notice of writ—Effect upon chose in action in hands of third party—Banker and customer.*

This was a summons by the plaintiffs asking that the London and County Banking Company might be ordered to pay into court the sum of 204*l.* 7*s.* 8*d.*, being the balance of cash standing to the credit of the defendant H. E. Pollard in the books of the bank upon the 20th of May, 1902.

The action was for administration, and to recover from the defendant a sum of money which was due from him to the testatrix, under whose will he was a legatee and executor. The defendant had been ordered to pay into court to the credit of the action the sum of 136*l.* 3*s.*, which had been found due from him to the estate. He having failed to comply with that order, on the 20th of May, 1902, a writ of sequestration was issued against him.

On the same day the sequestrators attended at the office of the bank, where the defendant had an account, gave the manager notice of the writ, and demanded payment of the amount standing to the credit of the defendant.

According to the evidence of the plaintiffs, the manager promised the sequestrators that he would communicate with the solicitor of the plaintiffs and the sequestrators after consulting the bank's solicitors, and that in the meanwhile he would not part with any of the money then standing to the credit of the defendant. It was admitted that on the 20th of May, 1902, the amount standing to the credit of the defendant in the books of the bank was 204*l.* 7*s.* 8*d.* Notwithstanding what had taken place between the manager and the sequestrators, the bank subsequently paid over to the defendant a portion of his balance, and this summons was then taken out.

The bank were willing to pay into court the sum of 136*l.* 3*s.*, but opposed the making of an order against them in respect of the larger sum.

Hughes, K.C., and Marcy, for the plaintiffs, contended that the bank were not justified in paying anything to the defendant after notice of the sequestration without giving the sequestrators a reasonable opportunity of obtaining an order against the bank. They referred to *Wilson v. Metcalfe*, (1839) 1 Beav. 263; *Miller v. Huddleston*, (1882) 22 Ch. D. 233; *Ward v. Booth*, (1872) L. R. 14 Eq. 195; *Ex parte Nelson*, (1880) 14 Ch. D. 41; *Dixon v. Rowe*, [1876] W. N. 266; and *Daniell's Chancery Practice*, 7th ed. 736.

*Maugham*, for the bank.

JOYCE J. regretted that he could not make an order in respect of the larger sum. It was laid down in the text-books that mere notice of a writ of sequestration did not bind a *chose in action* in the hands of a third party, and the authorities seemed to bear out that proposition. No case had been cited to shew that mere notice of a sequestration was enough, and certainly it did not create a charge. The bank submitting to pay the 136*l.* 3*s.* into court, there would be an order against them for that amount; but, having regard to what had passed between the sequestrators and the bank manager, his Lordship declined to give the bank any costs.

Solicitors: *S. E. Pollard; Wilkinson, Howlett & Wilkinson.*

G. A. S.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*In re New Premier Cycle Company, Limited, and Reduced.* Appeal from Buckley J. Stands over.  
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*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

# Supreme Court of Judicature.

## COURT OF APPEAL.

C. A. July 9.

LEVI v. ANGLO-CONTINENTAL GOLD REEFS OF RHODESIA, LIMITED.

*Practice—Third party—Counter-claim—Right of plaintiff to add third party—Rules of Supreme Court, 1883, Order XVI., r. 48.*

Appeal from an order by a judge at chambers.

The defendant in the action counter-claimed against the plaintiff, who served a notice on one Taylor under Order XVI., r. 48, which applies to the joinder of third parties. The ground of the notice was that Taylor had agreed to indemnify the plaintiff in respect of the matters on which the counter-claim was founded. Upon a summons for directions the master held that there was no jurisdiction to bring in Taylor as a third party.

Ridley J. reversed the order of the master.

Taylor appealed.

Llewelyn Davis and Denis O'Connor, for Taylor.

C. H. Swanton, for the plaintiff.

THE COURT (Mathew and Cozens-Hardy L.J.J.) affirmed the order of the judge and dismissed the appeal.

Solicitors: A. E. Timbrell; Spyer & Sons.

A. M.

C. A. *In re WEBSTER AND JONES' CONTRACT.* July 17.

*Solicitor and client—Sale of leaseholds—Abstract of title, consisting of lease only—Scale fee—"Deducing title"—Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44)—General Order, Sched. I, Part I.*

On a sale of leaseholds the abstract of the vendor's title furnished to the purchaser consisted of nothing more than an abstract of the lease to the vendor. The question was whether the vendor's solicitor was entitled to charge a scale fee under Sched. I, Part I, of the General Order under the Solicitors' Remuneration Act, 1881, "for deducing title, and perusing and completing assignment."

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) held, affirming the decision of the Vice-Chancellor of the County Palatine of Lancaster, that the case was governed by the decision of Kekewich J. in *Wellby v. Still*, [1894] 3 Ch. 641, a decision which had not been questioned for eight years, and that the vendor's solicitors were entitled to charge the scale fee. The vendor's appeal from the Vice-Chancellor's decision was therefore dismissed with costs.

Norton, K.C., and Cochran, for the vendor.

P. O. Lawrence, K.C., and Stuart Deacon, for the purchaser.

Solicitors: Jaques & Co., for Layton, Melly & Layton, Liverpool; Bentley & Jones, for E. D. Symonds, Liverpool.

G. I. F. C.

C. A. July 19.

BARNARD CASTLE URBAN DISTRICT COUNCIL v. WILSON.

*Water supply—"Domestic purposes"—Swimming bath—School—Waterworks Clauses Act, 1847 (10 & 11 Vict. c. 17), s. 53—Waterworks Clauses Act, 1863 (26 & 27 Vict. c. 93), s. 12—Public Health Act, 1875 (38 & 39 Vict. c. 55), ss. 51, 56, 57.*

Appeal from the decision of Buckley J., [1901] W. N. 173, and [1901] 2 Ch. 813.

The question was, whether water supplied by the plaintiffs for a swimming bath at a school, of which the defendants were the governors, was supplied for "domestic purposes" within the meaning of sect. 12 of the Waterworks Clauses Act, 1863, or whether it was supplied for the purposes of the business of

the school, so that the plaintiffs were entitled to make a special charge for the supply.

Buckley J. was of opinion that, though the carrying on of the school was a business, the supply was for the domestic purposes of the school.

The plaintiffs appealed.

*Upjohn, K.C., and S. G. Lushington, for the plaintiffs.*

*A. T. Lawrence, K.C., and R. Cunningham Glen, for the defendants.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal. They did not decide that under no circumstances would a supply of water for a swimming bath be a supply for "domestic purposes." But, upon the facts of the present case, they held (Vaughan Williams L.J. intimating some doubt) that the swimming bath was constructed and used for the educational purposes of the school, i.e., for the purposes of the business of the school, and consequently that the supply of water to the bath was for the purposes of the business and not for domestic purposes. On this question of fact their Lordships differed from Buckley J.

Solicitors: *Doyle, Devonshire & Woodhouse, for J. Ingram Dawson, Barnard Castle; Huntington & Leaf, for A. T. Piper, Barnard Castle.*  
W. L. C.

C. A.

July 21.

*In re WALKER AND OAKSHOTT'S CONTRACT.*

*Vendor and purchaser—Title—Trust for sale—Leaseholds—Sale by way of underlease—Vendor's summons—Rescission of contract—Return of deposit—Jurisdiction—Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), s. 9.*

Appeal from the decision of Kekewich J., [1901] 2 Ch. 383.

Trustees for sale under a settlement put up for sale by auction in lots leasehold property comprised in one lease (of which they were the assignees), subject to a condition that, in the event of the lots being sold to different purchasers (which happened) the sale of each lot should be carried out by means of an underlease to each purchaser for the residue of the original term, less the last day thereof, and at an apportioned rent. Upon a summons by the vendors under the Vendor and Purchaser Act, 1874, Kekewich J. held that this was not a valid exercise of the trust for sale. And, at the request of the purchaser of two of the lots, Kekewich J. made an order for the rescission of the contract and for the return of the deposit.

The trustees appealed.

*Warrington, K.C., and Charles Church, for the trustees.*

*P. O. Lawrence, K.C., and Buckmaster, K.C., for the purchaser, took the preliminary objection that the appeal was out of time, citing In re Blyth and Young, (1880) 13 Ch. D. 416.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) held that that case exactly applied, and on that ground they dismissed the appeal, without going into the merits.

Solicitors: *Walker & Pettitt; Hugh C. Godfray, for Oakshott, Baxter & Chevalier, Liverpool.*  
W. L. C.

C. A.

July 21.

*JEREMIAH AMBLER & SONS, LIMITED v. BRADFORD CORPORATION.*

*Public authority, Action against—Corporation—Provisional order, Works under—Public duty—Costs—Solicitor and client*

*—Party and party—Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61), s. 1.*

This was an action for an injunction to restrain the defendant corporation from obstructing the flow of water in the Bradford Beck by sluices they had erected in connection with electric lighting works they proposed to construct under a provisional order obtained by them, and from thereby flooding the plaintiffs' premises. Joyce J. dismissed the action, with costs as between party and party only, refusing to give the corporation costs as between solicitor and client, on the ground that the case did not fall within the Public Authorities Protection Act, 1893, s. 1, since it was not one in which the corporation were charged with a breach of duty under any statute. An appeal by the plaintiffs against the dismissal of the action was dismissed. An appeal by the corporation against the refusal of Joyce J. to give them solicitor and client costs was then heard.

*Sir R. Reid, K.C., Balfour Browne, K.C., Tindal Atkinson, K.C., Younger, K.C., and J. Waugh, for the corporation.*

*Neville, K.C., Hughes, K.C., and Kenyon Parker, for the plaintiffs.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.), in considered judgments, held that the sluices had been erected by the corporation in pursuance and solely in intended execution of the powers conferred upon them by their provisional order, and therefore constituted, within the words of sect. 1 of the Public Authorities Protection Act, 1893, an "act done in pursuance, or execution, or intended execution of a public duty or authority"; and that the present action fell expressly within the statute. The appeal by the defendants, the corporation, must therefore be allowed, so that the judgment against the plaintiffs upon their appeal would carry costs as between solicitor and client.

Solicitors: *Cann & Son, for F. Stevens, Bradford; Leslie & Hardy, for Greaves & Greaves, Bradford.*  
G. I. F. C.

C. A.

July 21-

*UNION LIGHTERAGE COMPANY v. LONDON GRAVING DOCK COMPANY.*

*Easement—Right of support—Implied reservation—Prescription—Presumed lost grant—Enjoyment clam.*

Appeal from the decision of Cozens-Hardy J., [1901] 2 Ch. 300; [1901] W. N. 92.

The question was whether the defendants, who were the owners of a dock with timber sides, were entitled to support for the side of their dock by means of a number of rods or ties, which were carried underground for a distance of 15½ feet through an adjoining wharf belonging to the plaintiffs and fastened by nuts to piles driven into the plaintiffs' land. Two of these nuts were visible above the surface of the plaintiffs wharf. The rods were placed in the ground in 1861, when both properties belonged to the same owner. In 1877 the plaintiffs' wharf was conveyed to them by the devisees of the former common owner, there being in the conveyance no express reservation of any right of support to the dock. In 1886 the dock was conveyed by the devisees to the defendants' predecessors in title. Nothing was said in the conveyance about any right of support. The plaintiffs were, in fact, ignorant of the

existence of the tie-rods until the year 1900, when they discovered them in the course of some excavations. This action was then commenced to determine whether the defendants had a right of support by means of the rods.

Cozens-Hardy J. held that there was no implied reservation in the conveyance of 1877 of a right of support, and that no right had been acquired by the defendants by enjoyment, the enjoyment having been *clam*, i.e., without the plaintiffs' knowledge, and not in such a way that their attention ought reasonably to have been drawn to the existence of the rods, although there had been no active concealment. His Lordship accordingly held that the plaintiffs were entitled to remove the rods.

The defendants appealed.

*Eve, K.C.*, and *Peterson*, for the defendants.

*Hon. E. C. Macnaghten, K.C.*, and *Bryan Farrer*, for the plaintiffs.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) dismissed the appeal, Vaughan Williams L.J. dissenting.

VAUGHAN WILLIAMS L.J. was of opinion that the tie-rods were a corporeal part of the dock, like the conduit or the cellar mentioned by James L.J. in *Wheeldon v. Burrows*, (1879) 12 Ch. D. 31. The rods, his Lordship thought, were on the conveyance to the plaintiffs in 1877 reserved with the dock or as appurtenances thereof, as Lord Westbury said in *Suffield v. Brown*, (1864) 4 D. J. & S. 185. As to the question of prescriptive right to an easement of support, his Lordship was of opinion that the enjoyment by the defendants and their predecessors had not been *clam*. Proof of actual knowledge was not essential to acquiescence. It was sufficient if the owner of the servient tenement ought to have known—if he had the means of knowledge. In his Lordship's opinion the plaintiffs had had the means of knowledge.

ROMER L.J. was of opinion that when the wharf was conveyed to the plaintiffs no reservation could be implied in favour of the vendors of a right of support for the dock. And his Lordship thought that the tie-rods could not be treated as part of the dock, and therefore not conveyed to the plaintiffs. This was not a case of reciprocal rights as between the two properties, and a reservation of a right of support could be implied only if it were of necessity. In his Lordship's opinion no such necessity had been proved here, or was to be inferred. And on principle it appeared to him that a prescriptive right to an easement over another man's land could be acquired only when the enjoyment had been open, i.e., of such a character that an ordinary owner of the land, diligent in the protection of his interests, would have had, or must be taken to have had, a reasonable opportunity of becoming aware of that enjoyment. On the balance of authority this principle had been recognised as the law. Under the circumstances of the present case his Lordship was of opinion that the enjoyment of the support since the conveyance to the plaintiffs had not been open. He could not see anything sufficient to justify the Court in holding that the plaintiffs ought to have such knowledge attributed to them, or were put on inquiry.

STIRLING L.J. agreed with Romer L.J. In his opinion an easement of necessity, such as was referred to by Theisger L.J. in *Wheeldon v. Burrows*, meant an easement without which the property retained by the grantor could not be used at all, and not one merely necessary to the reasonable enjoyment of that property. Here the tie-rods might be reasonably necessary to

the enjoyment of the defendants' dock in its present condition, but the dock was capable of use without them. On the question whether the enjoyment of the support had been open, his Lordship could not differ from Cozens-Hardy J.

Solicitors: *Drake, Son & Parton*; *Renshaw, Kekewich & Smith*.  
W. L. C.

C. A.

*In re HOTHAM.*

July 23.

*HOTHAM v. DOUGHTY.*

*Settled land—Investment on mortgage—Tenant for life—Trustees for purposes of Act—Inquiry into title and value—Settled Land Act, 1882 (45 & 46 Vict. c. 88), s. 21 (i.); s. 22, sub-s. 2.*

Appeal from a decision of Cozens-Hardy J., reported [1901] 2 Ch. 790.

In this case the plaintiff, as tenant for life under the Settled Land Act, 1882, entered into a conditional contract, afterwards confirmed by the Court, for the sale of the Worlingham Hall estate, part of the settled estates, and the contract provided that two-thirds of the purchase-money should remain on mortgage. The title had been accepted and a draft conveyance approved. A draft mortgage to secure 33,724*l.* to the trustees of the settlement had also been prepared on behalf of the tenant for life and accepted by the purchaser.

The trustees objected to some of the provisions in the mortgage. Thereupon the tenant for life took out a summons, the object of which was to determine whether, upon an investment on mortgage under sect. 21 (i.) of the Settled Land Act, 1882, in accordance with the direction of the tenant for life under sect. 22, sub-sect. 2, the trustees for the purposes of the Act were entitled to satisfy themselves as to the value, title, and form of the particular mortgage.

Cozens-Hardy J. decided this question in favour of the trustees; and it followed, in his Lordship's opinion, that, when the trustees and tenant for life acted by different solicitors, it rested with the trustees' solicitors to do what was necessary with reference to the mortgage.

The tenant for life appealed.

*A. à B. Terrell and Bovill*, for the tenant for life.

*Eve, K.C.*, and *H. Fellows*, for the trustees.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) varied the order of Cozens-Hardy J. as follows: Declare that the trustees are to do nothing with regard to the investment unless and until they are satisfied that the direction given by the tenant for life with reference to the mortgage has been given upon a proper report as to value and a proper investigation of the title to the property comprised in the proposed security, and upon proper advice as to the form of the mortgage; and that on being so satisfied they are bound to comply with such direction.

Solicitors: *Rowcliffes, Rawls & Co.*, for *Hamilton Fulton, Salisbury*; *Collyer-Bristow, Hill, Curtis & Dods*, for *Stone, Simpson & Mason, Tunbridge Wells*.  
H. B. H.

# High Court of Justice.

## CHANCERY DIVISION.

Byrne J. July 15.  
**HOLLOWAY BROTHERS, LIMITED v. HILL AND OTHERS.**

*Lease—Restrictive covenants—Covenant by lessor not to carry on or permit a particular trade on adjoining premises—Lessee—Assigns—Injunction.*

The defendant Hill was the owner of a row of shops, 41, 42, 43, and 50 Grand Parade, Tottenham. By a lease of September, 1901, the premises 41, 42, and 43, Grand Parade were demised by the defendant Hill to the plaintiff company for a term of twenty-one years at a rent of 410*l.*; the lease contained a covenant on the part of the defendant Hill with the plaintiff company, that he the lessor, his heirs, executors, administrators and assigns, would not, during the first ten years of the continuance of the term thereby granted, carry on by himself, or permit or suffer to be carried on by others, in or upon the premises No. 50, Grand Parade aforesaid, the trade or business of a general clothier and tailor for men and boys.

By a lease of March, 1902, the premises No. 50, Grand Parade were demised by the defendant Hill to the defendants Berrick Brothers, to be used by them for a tailoring business.

The plaintiff company commenced the present action against Hill and Berrick Brothers, claiming an injunction to restrain the defendants Berrick Brothers from carrying on, and the defendant Hill from permitting to be carried on, upon the said premises 50, Grand Parade the trade or business of a tailor for men and boys.

*Levett, K.C.*, and *G. R. Northcote*, for the plaintiff company.  
*Rowden, K.C.*, and *Quin*, for the defendant Hill.  
*Norton, K.C.*, and *Romer*, for defendants Berrick Brothers, that they were not assigns within the meaning of the covenant in the lease of September, 1901.

BYRNE J. was of opinion that the authorities shewed that the lessee of a person bound by a restrictive covenant might be sued whether assigns were mentioned or not; on the question of construction of the covenant his Lordship was also of opinion that the mention of assigns without mention of lessees afforded no ground, standing alone, for holding that the covenant was not binding upon the defendants Berrick Brothers, and in other respects, though lessees were not mentioned *eo nomine*, the words of the covenant were sufficient to bind them not to carry on the business referred to in that covenant. An injunction was therefore granted.

Solicitors: *W. H. Hudson*; *Hammond & Richards*; *Harris, Chatham & Co.* W. C. D.

Farwell J. July 12.  
**In re DELANY.**  
**CONOLEY v. QUICK.**

*Will—Impure personalty—Gift to named persons "or their successors"—Officers of voluntary associations—Charitable uses—Mortmain Act, 1736 (9 Geo. 2, c. 36), s. 3.*

A testator by his will gave the rents of his freehold and leasehold estate to his wife for life, and after her death he directed his trustees to sell the property, and to divide the proceeds in (amongst others) the following legacies: "To Mary Owen, Honora McAuliffe, Annie Clarke, Nazareth House, Hammersmith, or their successors, 400*l.* To Eliza McHenry and Margaret Libaud, of the Convent of the Assumption, Bromley-by-Bow, or their successors, 300*l.* To the Rev. F. Bampfield, Superior of the Institute for Boys and Girls, Barnet, Herts, or his successor, 100*l.* To the Rev. F. Verhagen, of the Franciscan Friary, Stratford, Essex, or his successor, 300*l.*" The testator died in 1888 without issue. His wife died in January, 1901.

This was an originating summons to determine the validity of the above bequests.

Mary Owen, Honora McAuliffe, and Annie Clarke were at the date of the will and of the death of the testator members and holders of official positions in a religious community known as "The Poor Sisters of Nazareth." This community was a society of Roman Catholic ladies voluntarily living together in a state of celibacy for the purpose of sanctifying their own souls by prayer and pious contemplation, and also with the object of affording permanent homes for aged and infirm persons of both sexes.

Eliza McHenry and Margaret Libaud held office in the community of the Little Sisters of the Assumption at the date of the will and of the death. This community was also a society of Roman Catholic ladies voluntarily living together in a state of celibacy for the purpose of sanctifying their souls by prayer and contemplation, and with the object of gratuitously nursing the sick of the poorest classes in their own homes.

*P. B. Abraham*, for the plaintiff, a pecuniary legatee.  
*F. A. Milne*, for the defendant Quick, the trustee of the will.  
*C. E. Shebbeare*, for the Sisters of Nazareth and the Little Sisters of the Assumption.  
*A. L. Ingpen*, for the testator's next of kin.  
*D. L. Koe, A. H. Withers, and H. C. Bischoff*, for the other parties interested.

FARWELL J. held on the evidence that all the above bequests failed. They were gifts, not to the several individuals named, "or their successors," for their own benefit, but to them as the holders of offices for the benefit of the associations in which they held office; and that the objects of the several associations were charitable, and, therefore, that the gifts failed. In his Lordship's opinion, the cases of the Sisters of Nazareth and the Little Sisters of the Assumption were indistinguishable from that of the Sisters of the Charity of St. Paul at Selly Oak in *Cocks v. Manners*, (1871) L. R. 12 Eq. 574.

Solicitors for all parties: *Hussey & Ingpen.* H. L. F.

Swinfen Eady J. July 19.  
**In re BARONESS LLANOVER'S WILL AND THE SETTLED LAND ACTS.**  
**HERBERT v. FRESHFIELD.**

*Settled Land Acts, 1882 to 1890—Tenant for life—Trust to permit an annuitant to reside in the mansion-house.*



Lady Llanover, the testatrix in this matter, by her will devised all her real estate to trustees, upon trust to enter into possession, or receipt of rents and profits, with full power to let and sell or exchange all the property except certain mansion-houses; and the testatrix gave certain annuities, including one of 1000*l.* to her daughter; and directed her trustees to spend such annual sums as should be necessary for keeping up the said mansion-houses with their gardens and grounds in a fit state for residence, in accordance with such scale and rules, if any, as she should have expressed before her death, and otherwise in accordance with such scale or rules as they or he should think fit, including in such keeping up the wages of all servants and other persons employed by her trustees or trustee in or about such mansion-houses, grounds, and gardens, which servants and other persons should be Welsh and speak the Welsh language, and should not be of the Roman Catholic religion, and to permit her daughter, Mrs. Herbert, at any time or from time to time during her life, to reside at any of the said mansion-houses, and during any and every such residence, under such permission as aforesaid, to pay to her said daughter an allowance of 80*l.* a week. The testatrix directed the residue of the rents and profits to be accumulated during her daughter's life, but not for more than twenty years after her own death; and after her daughter's death gave similar rights of permitted residence to several persons in succession, and, subject thereto, directed all her real estate to be held in trust for the daughters of a great-granddaughter successively in tail male. The testatrix did not express any scale or rules for keeping up the mansion-houses. She died on the 17th of January, 1896. After her death Mrs. Herbert had always resided in one or other of the mansion-houses.

This summons was taken out by Mrs. Herbert for a declaration that under the trusts aforesaid she was a person having the powers of a tenant for life under the Settled Land Acts.

*Warmington, K.C.*, and *Fellows*, for the summons, referred to *In re Eastman's Settled Estate*, [1898] W. N. 170; *In re Carne's Settled Estates*, [1899] 1 Ch. 324.

*Haldane, K.C.*, and *Fellows*, for the trustees.

SWINFEN EADY J. said he did not think that the fact that the trustees had the duty of keeping up the houses and grounds and paying certain servants distinguished this case from the cases cited. The applicant had the sole right to reside in the houses, and in his opinion had the powers of a tenant for life under the Acts.

Solicitors: *Hunter & Haynes; Freshfields & Co.*

J. R. B.

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PROBATE, DIVORCE, AND ADMIRALTY  
DIVISION.

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Adm.

THE USKMOOR.

July 9.

Collision—Sound signals for vessels in sight of one another—  
“Course authorized or required”—Regulations for Preventing  
Collisions at Sea, 1897, art. 28.

By art. 28 of the Regulations for Preventing Collisions at Sea, “When vessels are in sight of one another, a steam vessel under way, in taking any course authorized or required by these rules, shall indicate that course by (the specified) signals on her whistle or syren.”

On the 9th of June, 1902, about 10.45 a.m., the weather being fine and clear, the wind light from the north-east and the tide flood running from two to three knots, the plaintiffs' twin-screw steamship *Minnetonka* of 13,400 tons gross register, from New York to London with a general cargo and passengers, was proceeding up the English Channel between Beachy Head and the Royal Sovereign Lightship on a course E.  $\frac{1}{4}$  S. magnetic, and making about fifteen knots, when those in charge observed two and a half miles distant, and (as they alleged) about three quarters of a point on the starboard bow, a vessel which proved to be the defendants' steamship *Uskmoor*, of 3587 tons gross register, from Blyth to Cape Town with coals, proceeding down channel on a course W.  $\frac{1}{4}$  S. magnetic, and making about eight knots.

As the *Uskmoor* appeared to be acting under a port helm, the helm of the *Minnetonka* was ported, and the vessels brought port to port, but as the *Uskmoor* was then observed to be starboarding, the helm of the *Minnetonka* was starboarded, and the vessels brought starboard to starboard. Shortly afterwards the *Uskmoor* was seen to be again acting under a port helm. Thereupon the helm of the *Minnetonka* was ported, her whistle blown one short blast, and her starboard engine put full speed astern so as to pass port to port. On the *Uskmoor* again starboarding, the port engine of the *Minnetonka* was put full speed astern, but the two vessels came into collision.

Each vessel charged the other (*inter alia*) with neglecting to indicate by whistle the course the vessel was taking.

THE PRESIDENT (Sir F. H. Jeune, assisted by two of the Elder Brethren of the Trinity House), in finding both vessels to blame—the *Uskmoor* for starboarding immediately before the collision, when the vessels were port to port, and the *Minnetonka* for not stopping earlier than she did—commented on the neglect to obey the imperative directions of art. 28 as to whistling. The obligation of whistling was imposed upon the *Minnetonka* at an earlier time than the officer in charge thought necessary, and the practice of limiting the rule to the case of vessels meeting in narrow waters was erroneous. Considering the vacillating manœuvres of the *Uskmoor*, it was important that those in charge of the *Minnetonka* should have given the other vessel, as early as possible, clear indication of the course they intended to take, for, when the other vessel ported, the *Minnetonka*, in porting also, was taking a course “authorized” by the rules, the word including every manœuvre to avoid risk of collision which good seamanship suggests should, in the circumstances of the case, be taken with reference to the other vessel in sight.

*Pickford, K.C.*, *Aspinall, K.C.*, and *Pritchard*, for the plaintiffs, the owners of the *Minnetonka*.

*Robson, K.C.*, and *Dawson Miller*, for the defendants, the owners of the *Uskmoor*.

Solicitors: *Pritchard & Sons; Botterell & Roche.*

T. L. M.



NOTICE TO SOLICITORS.

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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RECORD OF BUSINESS.

COURT I.

THURSDAY, July 24.

*In re a Debtor. Ex parte the Debtor, No. 1490 of 1899.* Appeal from Mr. Registrar Brougham. Dismissed.  
*Vickers, Sons & Maxim, Limited v. Midland Railway Company and Others.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Dismissed.  
*Charles Cammell & Co. v. Midland Railway Company and Others.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Dismissed.  
*John Brown & Co., Limited v. Midland Railway Company and Others.* Appeal from Wright J., Sir F. Peel, and Viscount Cobham. Dismissed.  
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*Preston v. Furness, Witby & Co.* Appeal from Mathew J. Allowed.

FRIDAY, July 25.

*Kingswell Steamship Company, Limited v. F. W. Marten.* Appeal from Mathew J. Dismissed.  
*Curtis & Co. v. Head.* Appeal from Mathew J. Dismissed.

SATURDAY, July 26.

*Steamship Carisbrook Company, Limited v. London and Provincial Marine and General Insurance Company, Limited.* Appeal from Mathew J. Part heard.

MONDAY, July 28.

*Dunlop Pneumatic Tyre Company, Limited v. Hubbard Patent, &c., Tyre Syndicate, Limited.* Appeal from Ridley J. Dismissed.  
*Steamship Carisbrook Company, Limited v. London and Provincial Marine and General Insurance Company, Limited.* Appeal from Mathew J. Part heard.

WEDNESDAY, July 30.

*Dunn and Others v. Donald Currie & Co. and Bucknall Brothers.* Appeal from Mathew J.  
*Sir William Dunn and Others v. Donald Currie & Co. and Others.* Appeal from Mathew J. *Cur. adv. vult.*  
*Ratcliff & Dealtry v. A. B. Mendelssohn.* Appeal from Mathew J. Part heard.

COURT II.

THURSDAY, July 24.

*In re Buckwell & Berkeley, Solicitors.* Appeal from Kekewich J. Allowed.

*Andrew Handyside & Co. v. Firbank.* Appeal from Ridley J. Postponed.  
*Sarvent v. Bowley.* Appeal from Channell J. Order varied.  
*Phillips v. Hill.* Appeal from Channell J. Allowed.  
*Howard de Walden v. Brutton.* Appeal from Channell J. Allowed.  
*Clarke v. Lizar.* Appeal from Bigham J. Postponed.  
*Modiano v. Isaac & Samuel.* Appeal from Kennedy J. Dismissed.

## FRIDAY, July 25.

*Andrew Handyside & Co. v. Firbank.* Appeal from Ridley J. Dismissed.  
*In re a Debtor. Ex parte the Debtor, No. 667 of 1902.* Appeal from Phillimore J. Adjourned.  
*In re a Debtor. Ex parte the Petitioning Creditor, No. 866 of 1902.* Appeal from Mr. Registrar Brougham. Dismissed.  
*In re Duvall. Corbet v. Duvall.* Appeal from Cozens-Hardy J. Adjourned.  
*In re Hey. Perkins v. Hey.* Appeal from Byrne J. Dismissed.  
*In re Trade-marks of Bass, Ratcliff & Gretton, Limited.* Appeal from Kekewich J. Part heard.

## SATURDAY, July 26.

*In re Trade-marks of Bass, Ratcliff & Gretton, Limited.* Appeal from Kekewich J. Part heard.

## MONDAY, July 28.

*Great Western Railway Company v. Talbot.* Appeal from Kekewich J. Allowed.  
*In re Trade-marks of Bass, Ratcliff & Gretton, Limited.* Appeal from Kekewich J. Allowed.  
*In re Trade-marks of Bass, Ratcliff & Gretton, Limited.* Appeal from Kekewich J. Part heard.

## TUESDAY, July 29.

*In re Trade-marks of Bass, Ratcliff & Gretton, Limited, Nos. 2, 27, and others.* Appeal from Kekewich J. Allowed.  
*In re Lewis. Thomas v. Hedley.* Appeal from Cozens-Hardy J. Dismissed.  
*Byrne v. Millom and Askam Hematite Iron Company.* Appeal from Kekewich J. Dismissed.

## WEDNESDAY, July 30.

*In re Credit Assurance v. Guarantee Corporation, Limited.* Appeal from Farwell J. Allowed.  
*In re Martin. Martin v. Martin.* Appeal from Buckley J. Part heard.

## ERRATUM.

*In re WEBSTER AND JONES' CONTRACT (supra, p. 146).*

In line 6 of the judgment, for "were entitled," read "were not entitled."

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

July 24.

REEVE, APP.; LISLE AND OTHERS, RESP.

*Mortgage—Clog on redemption—Agreement subsequent to mortgage—Option to purchase mortgaged property—Conditional sale.*

*Warmington, K.C., and Martelli,* for appellant.  
*Asbury, K.C., and R. J. Parker,* for respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Brampton, and Lindley) without hearing the respondents' counsel affirmed the decision of the Court of Appeal, [1902] 1 Ch. 53, for the reasons given by that Court, taking the same view of the facts and holding as a matter of fact that the deed of the 27th of June, 1898, and the agreement of the 9th of July, 1898, were separate transactions.

Solicitors: *Cattarns & Co.; Rowcliffes, Rawle & Co.,* for *Alfred Appleby*, Newcastle-on-Tyne.

J. M. M.

July 28.

DON JOSE RAMOS YZQUIERDO Y CASTANEDA AND OTHERS, APPS.;  
 CLYDEBANK ENGINEERING AND SHIPBUILDING COMPANY, RESP.

*Practice—Parties—Title to sue—Contract entered into on behalf of a foreign Sovereign.*

The Spanish Minister of Marine in Madrid and two other persons brought an action against the respondents for damages for failure to deliver warships within contract time. The Second Division of the Court of Session, (1901) 4 F. 319, decided that the Spanish Minister had no title to sue, and that the King of Spain was alone entitled to sue.

*Scott Dickson, S.-G. for Scotland, Bankes, K.C., and Blackburn,* (all of the Scottish Bar except the second), for the appellants.

*Lawson Walton, K.C., Ure, K.C., Tait, and Cassel* (the second and third of the Scottish Bar), for the respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Robertson, Brampton, and Lindley), holding that on the contract the appellants had a title to sue, allowed the appeal and reversed the interlocutor appealed from with costs.

Agent for appellants: *J. T. Davies*, for *Macandrew, Wright & Murray, W.S.*, Edinburgh.

Agents for respondents: *Ashurst, Morris, Crisp & Co.,* for *Forrester & Davidson, W.S.*, Edinburgh, and *M'Grigor, Donald & Co.,* Writers, Glasgow.

G. J. W.

## Supreme Court of Judicature.

COURT OF APPEAL.

C. A. *In re BUCKWELL & BERKELEY.* July 24.  
 Solicitor — Costs — Taxation — "Disbursements" — Deposit as security for costs of discovery—Rules of the Supreme Court,

1888, Order xxxi., rr. 25-27—*Solicitors Act*, 1848 (6 & 7 Vict. c. 73), s. 87.

Appeal from the decision of Kekewich J., *ante*, p. 137.

The question was, whether two sums of money paid into court by solicitors on behalf of their client, as security for the costs of discovery, as provided by rules 25 and 26 of Order xxxi., and not repaid by the client, were "disbursements" which the solicitors were entitled to include in their bill of costs, or whether these sums ought to be entered in the solicitors' cash account.

Kekewich J. held that these sums were "disbursements" within sect. 37 of the *Solicitors Act*, 1843.

The client appealed.

*Hansell*, for the client.

*E. E. Humphrys*, for the solicitors.

THE COURT (Vaughan Williams and Romer L.J.J.) allowed the appeal. They were of opinion that the sums in question were not "disbursements." They were, according to the rule laid down in *In re Remnant*, (1849) 11 Beav. 603, 613, not payments which the solicitors were bound in pursuance of their professional duty to make on behalf of their client, or payments sanctioned as professional payments by the general and established custom and practice of the profession.

Solicitors: *Biggs, Roche, Sawyer & Co.*, for *Buckwell & Berkeley*, Brighton; *Cameron, Kemm & Co.* W. L. C.

C. A. July 29.

*In re REGISTERED TRADE-MARKS OF BASS, RATOLIFF & GRETTON, LIMITED.*

*Trade-mark—Registration—Removal from register—Mark "calculated to deceive"—Word "trade-mark" placed on part of registered mark.*

Appeal against an order made by Kekewich J. removing from the register several registered trade-marks of Bass, Batcliff & Gretton, Limited, brewers. The application for removal was made by John Davenport & Sons' Brewery, Limited, who were rival brewers. One of the marks, which may be taken as a specimen, was registered in 1876. It was a label of oval shape. In the centre of it was a solid diamond or triangle, which was used in different colours, according to the kind of beer to which the label was applied. Upon the diamond was printed the word "trade-mark." Underneath the diamond was the signature "Bass & Co.," they having been the predecessors of the limited company. Above the diamond on the left-hand side were the words "Bass & Co.'s." Around the outer rim of the label was printed: "This label is issued only by Bass & Co., Brewers, Burton-upon-Trent."

Kekewich J. held that the label was "calculated to deceive," by leading those who read it to believe that the diamond, on which the word "trade-mark" was printed, was alone the registered trade-mark, and to suppose, therefore, that the rest of the label might be imitated. His Lordship thought the case was governed by the decision of the Court of Appeal in *In re Apollinaris Company's Trade-marks*, [1891] 2 Ch. 186.

The Bass Company appealed.

*Moulton, K.C., J. Cutler, K.C., and Schiller*, for the appellants.

*Warmington, K.C., Neville, K.C., and Sebastian*, for the Davenport Company.

*R. J. Parker*, for the Comptroller.

THE COURT (Vaughan Williams, Romer, and Mathew L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS L.J. said he thought no injury could be done to any one by reason of the position in which the word "trade-mark" was placed on the label.

ROMER L.J. said that the decision in the *Apollinaris Case* was, in his opinion, only a decision upon a question of fact, and therefore it did not bind this Court, except in a case in which the facts were identical. That was not so here. He did not think he should have come to the same conclusion upon the facts in that case. In his opinion, it ought not to be assumed of necessity that when the word "trade-mark" was placed on a particular part of a trade-mark the word was intended to apply to that part only. The Court was not bound to assume an intention to deceive. There ought to be a presumption in favour of fairness and honest dealing. And the Court must see whether there was any reasonable probability of injury to any one. In the present case his Lordship thought that no one who read the label could reasonably have inferred that he might imitate everything in it, except the diamond.

MATHEW L.J. concurred.

Solicitors: *McKenna & Co.*; *John Westcott*, for *Wright & Marshall*, Birmingham; *Solicitor to Board of Trade*.

W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Byrne J. *In re HART'S TRADE-MARK.* July 28.

*Trade-mark—Registration for an entire class—User for part of class only—Bonâ fide intention to use—Rectification of register—Limitation to part of class—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 90.*

In October, 1880, the predecessors in title of Hart registered a floral device with the words "Red Rose" in class 42, that is for "substances used as food, or ingredients used in food." A company who dealt only in condensed milk in tins had, for some seventeen years prior to September, 1901, continuously used in connection with one quality of their goods a label with the words "Condensed Milk," a device of a red rose, and the words "Rose Brand," and they had advertised these goods under the denomination of "Rose Brand." In September, 1901, the company applied to register this mark in class 42 in respect of condensed milk. The registrar declined to proceed with this registration without the consent of the respondent, Hart, on the ground of the existence of the mark of 1880. As Hart declined to consent, the company now moved to rectify the register by expunging Hart's mark, or, in the alternative, by excluding

condensed milk from the specification of goods in respect of which the same was registered. The Court found as a fact that there had been user of Hart's marks for some of the goods in class 42, but no user of the mark in connection with condensed milk, though Hart and his predecessors in title had sold condensed milk in tins under other marks.

*Rowden, K.C.*, and *Sebastian*, for the company.

*Levett, K.C.*, and *Griffith Jones*, for the respondent Hart.

*R. J. Parker*, for the comptroller.

BYRNE J. said the circumstances of the present case differed from the circumstances in *Edwards v. Dennis*, (1885) 30 Ch. D. 454, inasmuch as the business, the goodwill whereof had been assigned to the respondent Hart, was a business which included the sale of condensed milk, whereas in *Edwards v. Dennis* the business of the respondents did not include dealings in the description of goods in respect of which the applicant sought to have the register rectified, and the point for consideration was whether or not the principle applied in *Edwards v. Dennis* ought to be acted upon in a case where the goods of a particular description in class 42 have been sold, but never in connection with the trade-mark in question. In his Lordship's opinion, there was no such difference between the provisions of the Act of 1875, which was the Act considered in *Edwards v. Dennis*, and the provisions of the Acts now in force as to render that case inapplicable as an authority. Confining himself to the present facts, registration of the mark for a whole class, user of the mark for some goods in the class, sale of other goods in the same class for more than twenty years, always in connection with other marks, and never in connection with the mark in question, his Lordship could only come to the conclusion that in respect of the last named articles there never was at the time of registration any such intention to use the mark as to bring the case within the principle requiring *de facto* user, or immediate intention to use the mark in connection with a particular description of goods at the time of registration, to entitle a man to be on the register in respect of such goods. The register, therefore, ought to be rectified by excluding condensed milk from the class of goods for which the mark now stood on the register. The respondent must also pay the costs of this application and of the comptroller.

Solicitors: *McKenna & Co.*; *Newton G. Driver*; *Solicitor to the Board of Trade.* W. C. D.

Joyce J. *In re LAWLEY.* July 29.  
*ZAISER v. PERKINS.*

*General testamentary power of appointment—Exercise—Loan to appointor—Covenant to appoint to lender—Liability of appointed fund to debts.*

L., under the will of his mother, had a general power to appoint by will a sum of 10,000*l.*, which in default of appointment was to go as part of her residuary estate. In 1892 he executed a mortgage in favour of P. to secure a loan of 1000*l.*, and thereby covenanted forthwith to make a will exercising this power of appointment so that the loan should be a first charge upon the fund, and not to revoke such will; and he made a will accordingly. In the administration of L.'s estate

the question arose whether the applicants, who were P.'s legal personal representatives, had as against the appointed fund any priority over other creditors.

*Badcock, K.C.*, and *E. Ford*, for the applicants.

*Wace*, for the respondents, L.'s executors.

JOYCE J. held that the fund had become assets for the payment of the debts of the appointor, and that the applicants had no priority over the other creditors.

Solicitors: *Beyfus & Beyfus*; *Dangerfield, Blythe & Hodgson.*  
H. B. H.

Joyce J. *In re HETLEY.* July 9, 10, 15.  
*HETLEY v. HETLEY.*

*Will—Gift to wife for life—Power to dispose of estate "in accordance with my wishes verbally expressed by me to her"—Validity—Parol evidence—Admissibility.*

The testator by his will gave to his wife, whom he appointed to be his sole executrix, a life interest in the whole of his real and personal estate. His will then proceeded as follows: "I desire and empower her by her will or in her lifetime to dispose of my estate in accordance with my wishes verbally expressed by me to her."

The testator died in 1902, having before the execution of his will verbally expressed to his wife his wishes with regard to the final disposition of his estate; and she had made a memorandum of his wishes and promised to give effect to them.

This was a summons taken out by the widow for the determination of the question whether the power of disposition given to her by the will was valid; and the question arose whether parol evidence was admissible to shew what the testator's verbally expressed wishes were.

*H. Greenwood*, for the summons.

*Hughes, K.C.*, and *G. Henderson*, for persons taking under the verbal directions.

*R. J. Parker*, for the heir-at-law and next of kin.

JOYCE J. said that parol evidence was not admissible to shew what the testator's wishes, expressed prior to the execution of his will, were. To define or supply by parol evidence that which on the face of the will was left indefinite or unexpressed would be to make a material addition to the written will. In support of the validity of the power the decision in *In re Fleetwood*, (1880) 15 Ch. D. 594, was relied upon; and that case had recently been followed, somewhat reluctantly, by *Farwell J.* in *In re Huatable*, [1902] 1 Ch. 214, which, however, was under appeal. But this case materially differed from *In re Fleetwood*. It was an attempt to create a power, and not the case of a definite trust for particular individuals attaching upon a gift of the subject-matter to a named legatee or devisee. To hold that this power was valid would be going beyond *In re Fleetwood*, and introducing an innovation in the law relating to testamentary instruments. His Lordship, therefore, held that the clause purporting to create the power of disposition in question was void for uncertainty.

Solicitors: *Finch & Turner*; *Burgess, Cosens & Co.*; *J. K. Hetley.*  
G. A. S.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

THURSDAY, July 31.

<i>Ratcliff &amp; Dealtry v. A. B. Mendelssohn.</i> Appeal from Mathew J. Dismissed.
<i>Vogemann v. Zanzibar Steamship Company, Limited.</i> Appeal from Phillimore J. Dismissed.

FRIDAY, August 1.

<i>Pearce v. Greening.</i> Appeal from Wills J. Dismissed.
<i>Mayor, &amp;c., of Truro v. Rowe.</i> Appeal from Wills J. Part heard.

SATURDAY, August 2.

<i>Wylor v. Ibo Investment Trust, Limited.</i> Appeal from Walton J. Dismissed.
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TUESDAY, August 5.

<i>Mayor, &amp;c., of Truro v. Rowe.</i> Appeal from Wills J. <i>Cur. adv. vult.</i>
<i>Read v. Friendly Society of Operative Stonemasons and Others.</i> Appeal from the Lord Chief Justice and Darling and Channell JJ. Part heard.

**COURT II.**

THURSDAY, July 31.

<i>In re Martin. Martin v. Martin.</i> Appeal from Buckley J. Stands over till August 5.
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*Lord Portsmouth and Another v. London and South Western Railway Company.* Appeal from Darling J.  
*Same v. Same.* Appeal from Darling J. Part heard.

## FRIDAY, August 1.

*In re Pilling, J. R. Ex parte the Debtor, No. 1143 of 1898.* Appeal from Mr. Registrar Brougham. Dismissed.

*In re à Debtor. Ex parte the Debtor, No. 1191 of 1901.* Appeal from Mr. Registrar Linklater. Dismissed.

*Lord Portsmouth and Another v. London and South Western Railway Company.* Appeal from Darling J.  
*Same v. Same.* Appeal from Darling J. Part heard.

## SATURDAY, August 2.

*Lord Portsmouth and Another v. London and South Western Railway Company.* Appeal from Darling J. Allowed.

*Lambert v. Duvall.* Appeal from Bucknill J. Dismissed.

*In re Duvall. Corbet v. Duvall.* Appeal from Cozens-Hardy J. Dismissed.

## MONDAY, August 4.

*Dyer v. School Board for London.* Appeal from Farwell J. Part heard.

## TUESDAY, August 5.

*In re Martin. Martin v. Martin.* Appeal from Buckley J. Settled.  
*Dyer and Others v. School Board for London.* Appeal from Farwell J. Dismissed.

*Brickwell v. Gilbert.* Appeal from Kekewich J. Part heard.

## WEDNESDAY, August 6.

*Brickwell v. Gilbert.* Appeal from Kekewich J. Dismissed.

*Brazier v. Glasspool.* Appeal from Byrne J. Dismissed.

*In re Ford. Ford v. Ford.* Appeal from Buckley J. Part heard.

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

NEALE, APP.; GORDON LENNOX, RESP. Aug. 1.

*Practice—Counsel's authority—Agreement to refer—Authority exceeded by counsel—Limitation of counsel's authority unknown to other side.*

*Sir R. T. Reid, K.C., and R. J. Drake, for appellant.*

*Isaacs, K.C., and Norman Craig, for respondent.*

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Brampton, and Lindley) reversed the decision of the Court of Appeal, [1902] 1 K. B. 838, and restored the cause to the list on the ground that the plaintiff's counsel had exceeded his authority in referring the action without obtaining a withdrawal of the imputations, the plaintiff having consented to the action being referred provided the defendant stated by her counsel "that she never imputed or meant to impute anything against the moral character of the plaintiff, and was satisfied that there was no ground for any such imputation."

Solicitors: *W. H. Jamieson; Lewis & Lewis.* J. M. M.

Aug. 4  
 CALLEDONIAN RAILWAY COMPANY, APPS.; DAVIDSON AND OTHERS, RESPS.

*Railway—Reserved minerals—Conveyance of surface only—Land Clauses Consolidation (Scotland) Act, 1845 (8 & 9 Vict. c. 19) ss. 117, 119.*

*A. Graham Murray, L.A., and Haldane, K.C., for appellants. Scott Dickson, S.-G. for Scotland, and Hon. J. D. Fitzgerald, K.C., for respondents.*

THE HOUSE (Earl of Halsbury L.C., and Lords Ashbourne, Robertson, and Lindley) reversed the decision of the Second Division of the Court of Session, (1899) 37 Sco. L. R. 150, 406, on the ground that the appellants were still entitled to have the value of minerals taken by mistake decided by arbitration, there not having been a final adjudication by the Court of the right thereto more than six months ago.

Agents for appellants: *Grahames, Currey & Spens, for Hope Todd Kirk, W.S., Edinburgh, for H. B. Neave, Glasgow.*

Agent for respondents: *John Kennedy, W.S., for Campbell & Smith, S.S.C., Edinburgh, and Brown Mair Gemmill & Hislop, Glasgow.* G. J. W.

Aug. 5  
 BALMORAL STEAMSHIP COMPANY, APPS.; MARTEN, RESP.

*Insurance (Marine)—Valued policy—Ship valued for policy at less than real value—General average loss—Salvage—Liability of underwriter.*

*J. A. Hamilton, K.C., and Leck, for appellants.*

*Pickford, K.C., and Scrutton, K.C., for respondent.*

THE HOUSE (Lords Macnaghten, Shand, Brampton, Robertson, and Lindley) affirmed the decision of the Court of Appeal, [1901] 2 K. B. 896, the rule of practice applied having been long established.

Solicitors: *Lowless & Co.; Waltons, Johnson, Bubb & Whittam.* J. M. M.

Aug. 5  
 HILDER AND OTHERS, APPS.; DEKTER, RESP.

*Company—Issue of shares—Payment of commission for placing shares—Option to take further shares—Companies Act, 1900 (63 & 64 Vict. c. 48), s. 8.*

In January, 1901, Hilder applied for and was allotted 11 shares in a limited company upon these terms: For each share allotted, a subscriber shall have the option during one year from the 3rd of January, 1901, of taking up at par a further ordinary share of 11. in the initial capital of the company, and in the event of such last-mentioned share being taken up under such option, a further option during two years from the 3rd of January, 1901, of taking up a further ordinary share of 11. in the initial capital. These shares were offered, not to the public, but to certain persons only. In July Hilder applied for further shares in exercise of the option. At that time the price of a 11. share was about 21. 17s. 6d. The Court of Appeal, holding the case governed by *Burrows v. Matabele, &c., Company, Limited*, [1901] 2 Ch. 23, affirmed an injunction granted by Byrne J. (in an action brought by the respondent, a shareholder) restraining the company and directors from carrying out the arrangement with Hilder, or applying any of the

company's shares or capital money in payment of a commission, discount, or allowance to him in consideration of his having subscribed for shares.

*Haldane, K.C. (A. R. Kirby with him), for Hilder.  
W. F. Hamilton, K.C. (K. G. Metcalfe with him), for the other appellants, the company and directors.*

*Levitt, K.C., and A. C. Clouston, for respondent.*  
THE HOUSE (Earl of Halsbury L.C., and Lords Shand, Davey, Brampton, and Robertson) reversed the decisions of Byrne J. and the Court of Appeal, holding that the prohibition of the Companies Act, 1900, s. 8, sub-s. 2, extends only to the application, direct or indirect, of the company's capital in payment of a commission, allowance, or discount by the company, and that the transaction in this case, which was in good faith for a legitimate object, was not within the mischief intended at, no capital being applied in payment by the company.  
Solicitors: *Travers-Smith, Braithwaite & Robinson; Baxter, Grant & Johnson.*  
J. M. M.

Aug. 5.

JANSON, APP.; DRIEFONTEIN CONSOLIDATED GOLD MINES, LIMITED, RESPS.

*Insurance (Marine)—Capture—Property of alien enemy—Loss before war begins—Intention to wage war—Seizure by enemy's Government of property of its own subject—Validity of insurance.*

*Lord Robert Cecil, K.C., and J. A. Hamilton, K.C., for appellant.  
Lawson Walton, K.C., and Carver, K.C. (Scrutton, K.C., with him), for respondents.*

THE HOUSE (Earl of Halsbury, L.C., and Lords Macnaghten, Shand, Davey, Brampton, Robertson, and Lindley) affirmed the decision of the Court of Appeal, [1901] 2 K. B. 419, on the ground (*inter alia*) that there was no actual war when the insurance was effected, and when the gold was seized by the Transvaal Government.

Solicitors: *Waltons, Johnson, Bubb & Whatton; William A. Crump & Son.*  
J. M. M.

Aug. 5.

EDINBURGH AND DISTRICT WATER TRUSTEES, APPS.; CLIFFENS OIL COMPANY, RESPS.

*Arbitration—Compulsory powers—Award—Waterworks Clauses Act, 1847 (10 & 11 Vict. c. 17), ss. 22, 23.*

*Asher, D.F., F. T. Cooper, and W. A. Robertson, for appellants.  
Scott Dickson, S.-G. for Scotland, and J. Avon Clyde, K.C. (all of the Scottish Bar), for respondents.*

THE HOUSE (Earl of Halsbury L.C., and Lords Macnaghten, Shand, Brampton, Robertson, and Lindley) affirmed with costs the decision of the First Division of the Court of Session, (1901) 1 F. 156.

Agents for appellants: *A. & W. Beveridge, for Millar, Robson, & McLean, W.S., Edinburgh.*  
Agent for respondents: *John Kennedy, W.S., for J. Gordon Mason, S.S.C., Edinburgh.*  
G. J. W.

LOWER WARD OF COUNTY LANARK, APPS.; MAGISTRATES OF RUTHERGLEN, RESPS.

*Local government—Burgh county—Area within ancient royalty.*

*A. Graham Murray, L.A., Campbell, K.C., and W. Thomson, for appellants.*

*Haldane, K.C., and J. Avon Clyde, K.C., for respondents.*  
(All except the fourth of the Scottish Bar.)

THE HOUSE (Earl of Halsbury, L.C., and Lords Macnaghten, Shand, Davey, Brampton, Robertson, and Lindley) reversed with costs the decision of the First Division of the Court of Session, (1901) 38 Sco. L. R. 457.

Agents for appellants: *Grahames, Currey & Spens, for Mackenzie & Black, W.S., Edinburgh.*

Agents for respondents: *J. B. & F. Purchase, for J. & A. Hastie.*  
G. J. W.

## Supreme Court of Judicature.

### COURT OF APPEAL.

O. A.

July 28.

GREAT WESTERN RAILWAY COMPANY v. TALBOT.

*Railway company—Accommodation works—Grant of easement—Level crossing—Railways Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 20), ss. 16, 68-76.*

Appeal from a decision of Kekewich J.  
In 1845 the South Wales Railway Company entered into a contract with Mr. Talbot, the predecessor in title of the defendant, Miss Talbot, for the purchase of lands required by them for the purpose of their railway, which was to intersect Mr. Talbot's estate. And it was at the same time agreed that the company should construct certain works for the accommodation of the owner for the time being of the lands adjoining the railway on both sides thereof, where it intersected Mr. Talbot's lands. In 1868 the South Wales Railway Company was amalgamated with the Great Western Railway Company. Before this the purchase-money for the land agreed to be sold had been paid, and the accommodation works stipulated for were executed by the South Western Railway Company, but no conveyance of the lands was made to that company.

On the 13th of March, 1868, Mr. Talbot conveyed the lands to the Great Western Railway Company; and by another deed of the same date the Great Western Company covenanted with Mr. Talbot and other persons that they, the Great Western Company, their successors and assigns, would from time to time and at all times thereafter maintain the works specified in a schedule to the deed "for the accommodation of the owners and occupiers for the time being of the lands adjoining the said railway."

The schedule included the following:—  
"The level crossing for the railway leading from the Oak wood Iron Works to Port Talbot.  
"The level crossing for the tramroad leading from the Margam Tin Works and Forges to Port Talbot."



At the date of the deed these level crossings ran side by side. At the date of the action the two had been united into one. The plaintiffs claimed a declaration that the defendant was not entitled to use the level crossings for the purpose of bringing over them any goods or traffic to or from the Cwm Avon Works, or to or from any other works or place which was not served by one or other of the two lines of rails which in 1868 passed over the level crossings, and an injunction to restrain the defendant from using the level crossings otherwise than in accordance with the declaration. The Cwm Avon Works were situate on land belonging to the Earl of Jersey, not to the defendant.

The plaintiffs claimed, in the alternative, a declaration that the defendant was not entitled to use the level crossings except for the purpose of bringing goods or traffic to or from places on her own estate, and an injunction to restrain her from using the level crossings otherwise than in accordance with that alternative declaration.

By her defence the defendant claimed to be entitled to bring over the crossing goods and traffic brought on to her land from other places, whether those places were or were not served by either of the tramroads in 1868, and whether they were or were not situate on her own estate.

Kekewich J. held that the grant by the Great Western Company to Mr. Talbot was part of the price paid to him for the purchase of his land, and, there being nothing in the grant to limit the user, there was no reason why the defendant should not use the crossings for any purpose she pleased, provided that the user must not interfere with the traffic of the Great Western Company.

The plaintiffs appealed.

The Court of Appeal came to the conclusion that the tramway had been used with the assent of Mr. Talbot for bringing goods from Cwm Avon to Port Talbot.

*Cripps, K.C., P. O. Lawrence, K.C., and Howard Wright, for the plaintiffs.*

*Warrington, K.C., S. T. Evans, K.C., and Mark Romer, for the defendant.*

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) allowed the appeal.

STIRLING L.J., who delivered the judgment of the Court, said that by sects. 68-76 of the Railways Clauses Act, 1845, the Legislature had imposed on railway companies an obligation to make and maintain accommodation works in cases in which a railway caused interruption to the use of lands through which it was made, and by sect. 16 powers for the construction of such works were conferred on the company. But the Legislature had not thought fit expressly to authorize a railway company to make general grants of easements over lands acquired for the purposes of its undertaking. In *Mulliner v. Midland Railway Company*, (1879) 11 Ch. D. 611, it was held that a grant by a railway company of a right of way over land acquired for the purposes of their undertaking was *ultra vires*, and the principle of that decision was approved by Lord Blackburn in *Ayr Harbour Trustees v. Oswald*, (1883) 8 App. Cas. 623, 634. In their Lordships' opinion, the object of the deed of covenant in the present case was to secure the maintenance by the plaintiffs of works which had been executed by their predecessors in title in order to fulfil the obligations imposed on them by the Railways Clauses Act. And, as was pointed out by

Lindley L.J. in *Rhondda and Swansea Railway Company v. Talbot*, [1897] 2 Ch. 131, 137, it had been decided in *Reg. v. Fisher*, (1862) 3 B. & S. 191, and *Reg. v. Brown*, (1867) L. R. 2 Q. B. 630, that "the accommodation works which the company may be required to make are such accommodation works as are required at the time the land is taken, having regard to its then use, and not accommodation works which may be required when the character of the land, and perhaps the nature of the neighbourhood, is entirely altered years afterwards." And it had been decided in the Irish case, *Great Northern Railway Company v. McAlister*, [1897] 1 I. R. 587, that a landowner, having obtained accommodation works suitable for his land at a time when it was used for agricultural purposes, was not entitled to use those works for the purposes of traffic in minerals quarried from the same land. Their Lordships agreed with that decision. Their Lordships thought that under the circumstances the user of the tramway for traffic to and from the Cwm Avon Works must be taken to have been fairly within the contemplation of the parties at the time when the works were executed. But the defendant claimed much more than that. She did not state that the burden of the easement hitherto enjoyed by her would not be increased by the user of the crossing to which she claimed to be entitled, and their Lordships thought it plainly might be. If the claim were valid, the defendant would be entitled to carry over the crossing the whole traffic of the recently constructed Port Talbot Railway, which had a station close to the level crossing. Such a user went far beyond anything which could have been in the contemplation of any one when the works were executed. This conclusion did not appear to be in conflict with *United Land Company v. Great Eastern Railway Company* (1875) L. R. 10 Ch. 586, which turned on the provisions of a very special enactment. The appeal must be allowed, and the order made to the following effect: A declaration that the defendant was not entitled to use the level crossings for the purpose of conveying goods and traffic so as substantially to increase the burden of the easement, by altering or enlarging its character, nature, or extent as enjoyed at or previously to the 13th of March, 1868, or as since enjoyed by the defendant or her predecessors in title, if owing to acquiescence or otherwise such subsequent enjoyment was binding on the plaintiff. A declaration that the defendant was entitled to bring goods from the Cwm Avon Works over the level crossings, substantially as the same were brought at or previously to the 13th of March, 1868, but so that the burden of the easement was not increased as aforesaid.

Solicitors: R. R. Nelson; Cheston & Sons.

W. L.

C. A.

In re CREDIT ASSURANCE AND GUARANTEE CORPORATION LIMITED.

Company—Reduction of capital—Petition for confirmation of Losses to be borne in proportion to capital paid up on shares of the same class with different amounts paid—Jurisdiction to sanction equitable scheme.

Appeal from Farwell J., reported [1902], 2 Ch. 178.

The Credit Assurance and Guarantee Corporation, Limited.



was incorporated in 1897 with a capital of 1,000,000 $\frac{1}{2}$ ., divided into 2000 deferred shares of 1 $\frac{1}{2}$ . each, and 99,800 ordinary shares of 10 $\frac{1}{2}$ . each.

The memorandum of association of the company provided that the profits should be applied in the first place in forming one or more reserve or sinking funds. Subject to this provision, profits were to be applied in paying a dividend at the rate of 10 per cent. per annum on the amount paid up for the time being; one-half of the surplus was to be paid to the holders of deferred shares, and the other half, subject to payment thereof of extra remuneration to the directors, was to belong to the ordinary shareholders. All net profits divisible amongst the holders of deferred and ordinary shares respectively, and all other sums of money (if any) which might at any time become divisible amongst them, were to be divided amongst the holders of each such class of shares *pro rata* according to the amount paid up thereon for the time being.

The articles of association gave the company power to reduce its capital, and contained the following article: "152. If the corporation shall be wound up, and the surplus assets shall be sufficient to repay the whole of the paid-up capital, such surplus assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, on the shares held by them respectively at the commencement of the winding-up. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions."

The 2000 deferred shares had been issued as fully paid to the subscribers of the memorandum of association in consideration of their underwriting a part of the capital. Of the ordinary shares, 57,712 had been issued, on 1123 of which 5 $\frac{1}{2}$ ., and on the remainder 2 $\frac{1}{2}$ ., had been paid up.

The company sustained losses, and on the 12th of December, 1891, passed a special resolution, which was afterwards duly affirmed—"That the capital of the company be reduced to 1,000,000 $\frac{1}{2}$ ., divided into 99,800 ordinary shares of 8 $\frac{1}{2}$ . 10s. each, and 2000 deferred shares of 1 $\frac{1}{2}$ . each, and that such reduction be effected by cancelling capital to the extent of 1 $\frac{1}{2}$ . 10s. in respect of each of the ordinary shares which have been issued and are now outstanding, and by reducing the nominal amount of all the ordinary shares in the company's capital from 10 $\frac{1}{2}$ . to 8 $\frac{1}{2}$ . 10s."; but such reduction to be without prejudice to the company's right to recover calls.

A petition by the company for confirmation of the reduction was dismissed by Farwell J. on the ground that the losses ought to be borne rateably in proportion to the amount of capital paid up.

The company appealed.

*Younger, K.C.*, and *Cozens-Hardy*, for the appeal.

*C. E. E. Jenkins, K.C.*, and *Martelli*, for the respondents, drew their opposition.

THE COURT (Vaughan Williams, Romer, and Mathew L.J.J.) allowed the appeal. The scheme was not unjust or inequitable, and the Court had jurisdiction to sanction it under the rule laid down in *British and American Trustee and Finance Corporation v. Couper*, [1894] A. C. 399.

Solicitors: *Davidson & Morris*; *R. Chapman*.

H. O. R.

# High Court of Justice.

## CHANCERY DIVISION.

Joyce J.

*In re MAUNDER.*

May 23; July 24.

MAUNDER v. MAUNDER.

*Will—Construction—Gift in remainder—Substitutionary gift—Death "before becoming entitled"—Entitled in "possession" or "interest."*

Testatrix by her will, dated in 1869, gave her estate to trustees upon trust for her son R. for his life, and on his decease she specifically devised certain freehold properties to her several grandchildren, the children of her son R. Then, if there should be any residue of her trust estate not disposed of, she directed her trustees to pay the income thereof to her son's wife for her life, and after her death to realize such residue and divide the proceeds amongst all the children of her said son. The will then proceeded as follows: "And in the event of either of my grandchildren dying before becoming entitled to any share of my estate hereinbefore in any way disposed of, I direct that the child or children of such deceased grandchild shall take the parent's share, or, if there shall be no such child or children, then that such share . . . shall vest equally in all my surviving grandchildren."

The testatrix died in 1891 leaving her son R. and eight grandchildren, his sons and daughters, surviving.

This was a summons taken out by R., who was the sole acting executor, for the determination of the question (*inter alia*) whether the gift over in the event of a grandchild "dying before becoming entitled" referred to a death before becoming "entitled in possession" or before coming "entitled in interest."

*Gatey*, for the plaintiff.

*P. Wheeler, W. H. Cozens-Hardy, G. Cave, and Manby* for the various defendants.

JOYCE J. held upon the construction of the will that the word "entitled" meant "entitled in possession," and that the substitutionary clause was operative, and might take effect at any time during the life of R. In coming to that conclusion his Lordship was deciding in accordance with *Turner v. Gosset*, (1865) 34 Beav. 593, in which case *Commissioners of Charitable Donations v. Cotter*, (1841) 1 D. & War. 498, was cited. His decision was also in accordance with *In re Noyce, Brown v. Rigg*, (1885) 81 Ch. D. 75, where Bacon V.-C. made some observations upon *Commissioners of Charitable Donations v. Cotter*. It was, further, in accordance with what Knight Bruce V.-C. would have held in *Henderson v. Kennicot*, (1848) 2 D. & S. 492, had he not been embarrassed by *Commissioners of Charitable Donations v. Cotter*. The latter case was an Irish decision, and it was founded upon the case of *Doe v. Prigg*, (1828) 8 B. & C. 231, which, however, as was pointed out by Malins V.-C. in *Marriott v. Abell*, (1869) L. R. 7 Eq. 478, was overruled in *In re Gregson's Estate*, (1864) 2 D. J. & S. 428. His Lordship, therefore, followed the English decisions in preference to *Commissioners of Charitable Donations v. Cotter*,

and held that the shares of the grandchildren were not indefeasibly vested, but were subject to be defeated at any time during the existence of the tenancy for life.

Solicitors: *Young & Sons; Leslie, Antill & Arnold; Marshal & Co.; Oldfield, Bartram & Oldfield.* G. A. S.

Swinfen Eady J.

July 29.

CHURCH'S TRUSTEE v MONTAGUE HIBBARD & Co.

*Attachment—Release by governor of gaol—Mistake—Leave to issue further writ—Jurisdiction—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 4.*

Motion.

On the 6th of December, 1901, Swinfen Eady J. made an order in this action directing the defendants Hibbard and Vickers (trading as Montague Hibbard & Co.) to pay the plaintiff the sum of 1200*l.*, admitted by them to be in their hands as his agents.

On the 12th of February, 1902, Swinfen Eady J. gave the plaintiff leave to issue writs of attachment against the defendants for non-compliance with this order.

On the 25th of February, 1902, a writ of attachment was issued against each defendant.

On the same day the defendant Hibbard was arrested and lodged in Holloway Gaol under a writ of attachment issued against the defendants Hibbard and Vickers in pursuance of an order of Byrne J., dated the 7th of February, 1902, for non-compliance with an order for delivery of accounts in another action.

On the 26th of February, 1902, the sheriffs lodged a warrant or detainer against the defendant Hibbard with the governor of Holloway Gaol under Swinfen Eady J.'s writ of attachment, and made their return accordingly.

The defendant Vickers was subsequently arrested.

On the 15th of March, 1902, Byrne J. ordered the defendants to be discharged so far as concerned the contempt of his order.

On the 18th of March, 1902, Swinfen Eady J. ordered Vickers to be discharged so far as concerned the contempt of his order.

On the 18th of March, 1902, the governor of Holloway Gaol, misapprehending the effect of these orders, released both defendants.

The plaintiff now applied for leave to issue a writ of attachment against the defendant Hibbard for non-compliance with the order of the 6th of December, 1901, or, alternatively, for leave to issue a further writ of attachment under the order of the 12th of February, 1902.

*Micklem, K.C., and Edward Clayton, for the plaintiff.*

*Eustace Smith, for the defendant Hibbard, submitted that, as the writ of attachment had been issued and executed, the matter was now in the hands of the executive, and the Court was *functus officio*, and had no jurisdiction in the matter.*

SWINFEN EADY J. I am quite satisfied that the Court has full jurisdiction to put this matter straight. The proper order will be to allow the plaintiff to issue a further writ of attachment on the terms that it shall contain a notice that it is not to authorize the imprisonment of the defendant Hibbard for a longer period than such time as, together with his period of

imprisonment from the 26th of February to the 18th of March 1902, shall amount to the maximum period of one year allowed by sect. 4 of the Debtors Act, 1869.

Solicitors: *Edward Lee, Davis & Lee; Dyson, Smith & Marchant.* G. R. A.

Swinfen Eady J.

July 29.

TORBOOK v. LORD WESTBURY.

*Company—Meetings—Notice—Special resolution—Amendment—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 51.*

Witness action.

This was an action by a shareholder to restrain the Northern Nigeria Exploration Syndicate, Limited, and its directors from giving effect to a special resolution as to the directors' remuneration passed and confirmed at general meetings held on the 4th of March and the 20th of March, 1902, on the ground (*inter alia*) that, owing to an amendment at the first meeting, the resolution actually passed differed from the resolution of which formal notice had been given under sect. 51 of the Companies Act, 1862.

The directors' remuneration had been originally fixed under art. 79 of the company's articles.

On the 24th of February, 1902, the board gave notice that an extraordinary general meeting would be held on the 4th of March, 1902, for the purpose of altering art. 79 by substituting a new article set out in the notice.

The new article provided that, after the shareholders should have received dividends amounting in the aggregate to 100 per cent., the directors should be paid 40 per cent. of all further profits as remuneration for their services.

The meeting was duly held on the 4th of March, 1902, and at the suggestion of a shareholder the resolution was amended by reducing the remuneration to 30 per cent.

The amended resolution was passed at this meeting and confirmed at the meeting of the 20th of March, 1902, of which due notice was given. The plaintiff voted against the resolution at the first meeting, but did not attend the second meeting, having issued his writ on the 17th of March, 1902.

*Martelli, for the plaintiff.* No "notice specifying the intention to propose such resolution," i.e., the resolution actually passed, was given. There is, therefore, no statutory special resolution under sect. 51, and the alteration of the articles is invalid: *Buckley on Companies*, 8th ed. p. 228.

*Eve, K.C., and Ward Coldridge, for the defendants.* An amendment in *pari materia* with the resolution specified in the notice does not contravene the statute.

SWINFEN EADY J. The plaintiff's contention is not well founded. The resolution confirmed at the second meeting must, no doubt, be in the same form as that passed at the first meeting, but it is not necessary that the resolution passed at the first meeting should be in the identical terms of the resolution specified in the notice. In the present case full notice was given of the intention to fix the directors' remuneration, and the only difference between the resolution specified in the notice and the resolution actually passed was the reduction of the proposed remuneration from 40 to 30 per cent. This alteration did not invalidate the resolution. The action is therefore dismissed with costs.

Solicitors: *H. H. Sherriff; Allen & Tennant.* G. R. A.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

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**COURT I.**

WEDNESDAY, August 6.

*Read v. Friendly Society of Operative Stonemasons and Others.* Appeal from the Lord Chief Justice and Darling and Channell JJ. *Cur. adv. vult.*

THURSDAY, August 7.

*Dunn and Others v. Donald Currie & Co. and Bucknall Brothers.* Appeal from Mathew J.  
*Sir William Dunn and Others v. Donald Currie & Co. and Others.* Appeal from Mathew J. Dismissed.  
*Lloyd's Bank v. Gerard Moseley.* Appeal from Wills J. Allowed.

FRIDAY, August 8.

*Hoare & Co., Limited v. Metropolitan Borough of Lewisham.* Appeal from Lawrence J. Dismissed.  
*Temple, Thomson & Clark v. Runnalls.* Appeal from Bigham J. *Cur. adv. vult.*

MONDAY, August 11.

*George Nelson & Sons v. James and Alexander Brown.* Appeal from Mathew J. Dismissed.  
*Mayor, &c., of Truro v. Rowe.* Appeal from Wills J. Judgment varied.  
*Temple, Thomson & Clark v. Runnalls.* Appeal from Bigham J. Dismissed.  
*Moore v. Worthington Pumping Engine Company.* Appeal from Bucknill J. Order varied by consent.  
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*Clarke v. Lipscher & Bartlett.* Appeal from Bigham J. Part heard.

**COURT II.**

THURSDAY, August 7.

*In re Ford.* *Ford v. Ford.* Appeal from Buckley J. Dismissed.  
*Harrington v. Steel.* Appeal from Kekewich J. Allowed.  
*In re Hunt.* *Leppard v. Morgan.* *Leppard v. Pollard.* Appeal from Farwell J. Part heard.  
*Bennett v. Stone.* Appeal from Buckley J. Postponed till next sittings.

## FRIDAY, August 8.

- In re Hunt. Leppard v. Morgan. Leppard v. Pollard.* Appeal from Farwell J. Postponed to next sittings.  
*In re Coolgardie Gold Fields, Limited.* Appeal from Wright J. Allowed in part.  
*In re Mackenzie. Bain v. Mackenzie.* Appeal from Farwell J. Allowed.  
*In re Leathwaite. Brailthwaite v. Leathwaite.* Appeal from Buckley J. Dismissed.

## MONDAY, August 11.

- Aflalo v. Lawrence & Bullen, Limited.* Appeal from Joyce J. Stands over for further argument.  
*Murray v. Sitwell.* Appeal from Kekewich J. Dismissed.  
*T. H. Ashcroft v. M. B. Ashcroft (Divorce).* Appeal from Gorell Barnes J. Dismissed.  
*Alfin and Others v. Hewlett and Others.* Appeal from Joyce J. Stands over.  
*Church's Trustee v. Montague Hibbard & Co.* Appeal from Swinfen Eady J. Allowed.  
*In re George Brown. Young v. Brown (Probate).* Appeal from the President. Dismissed.  
*Army and Navy Co-operative Society, Limited v. Army and Navy and Civil Service Co-operative Society of South Africa, Limited.* Appeal from Buckley J. Dismissed.

## TUESDAY, August 12.

- Browning v. Harrod's Stores, Limited.* Appeal from Buckley J. Allowed.  
*Haydon v. Cartwright.* Appeal from Bucknill J. Dismissed.

## ERRATUM.

In the Record of Business in the Court of Appeal No. II. for Saturday, the 2nd of August (*ante*, p. 156), it should have been stated that the appeals in *Lambert v. Duvall* and *In re Duvall. Corbet v. Duvall*, were allowed (not dismissed). W. L. C.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

## COURT OF APPEAL.

- C. A. DYER v. LONDON SCHOOL BOARD. Aug. 5.  
*Education—School board—Pupil teachers' centres—School buildings—Money raised by rate—Limitation to payment for elementary education—Elementary Education Act, 1870 (33 & 34 Vict. c. 75).*

The question was whether under the Elementary Education Act, 1870, the defendants, the London School Board, had power to provide, at the expense of the ratepayers, certain schools for the education of their pupil teachers, commonly called "pupil teachers' centres." Farwell J. granted an interim injunction

at the instance of the plaintiffs, who were ratepayers, restraining the defendants from expending money on buildings intended to provide for that education.

The defendants appealed. The appeal was, by consent, treated as the trial of the whole question in dispute.

*Jenkins, K.C.*, and *Llewelyn Davies*, for the defendants.

*Upjohn, K.C.*, *Danckwerts, K.C.*, and *H. Courthope-Munroe*, for the plaintiffs.

THE COURT (Vaughan Williams, Romer, and Mathew L.J.J.) held that the education in question was in reality "higher education," not the "elementary education" which was the only education contemplated by the Elementary Education Act, 1870, and therefore the expenses of providing that higher education could not be thrown upon the rates. The case was covered by *Reg. v. Cockerton*, [1901] 1 K. B. 726. The plaintiffs were entitled to a perpetual injunction, and the defendants' appeal must be dismissed with costs.

Stay of execution pending appeal to the House of Lords was refused.

Solicitors: *C. E. Mortimer*; *F. A. Baker*.

G. I. F. C.

- C. A. BRAZIER v. GLASSPOOL. Aug. 6.

*Easement—Tramway—Express or implied grant—Merger of agreement in conveyance.*

Appeal from a decision of Byrne J., noted [1901] W. N. 237. The defendant appealed.

*Levett, K.C.*, and *Wrangham*, for the appellant.

*Rowden, K.C.*, and *Arthur E. Hughes*, for the respondent, were not called on.

THE COURT (Vaughan Williams, Romer, and Mathew L.J.J.) dismissed the appeal on the ground, not relied upon in the Court below, that the right to use the tramway, and the benefit of haulage, agreed to be given to the plaintiff by the letters of April, 1898, were not merged in the subsequent conveyance of December, 1899, and without expressing any opinion on the questions of construction decided by Byrne J., which, in the view taken by the Court of Appeal, did not arise, and were not argued.

Solicitors: *Thomas Charles*; *Hurrell, Christopher & Roney*, for *R. O. Davies, Ware*. W. C. D.

- C. A. *In re FORD.* Aug. 7.  
 FORD v. FORD.

*Administration—Intestacy—Death of universal legatee and sole executrix before testator—Advancements to children—Hotchpot—Statute of Distributions, 1671 (22 & 23 Car. 2, c. 10), s. 5.*

Appeal from the decision of Buckley J., [1902] 1 Ch. 218 [1901] W. N. 218.

The question was, whether the hotchpot provisions of sect. 5 of the Statute of Distributions applied to an intestacy which arose thus. The intestate had executed a will, by which he gave the whole of his property to his wife absolutely, and appointed her sole executrix. She died in his lifetime. He had during his life made advances to some of his children. Buckley J. held that sect. 5 applied.

The children who had received advances appealed.

*H. Terrell, K.C.*, and *J. G. Wood*, for the appellants.

*Ashbury, K.C., and Gately, for the defendants; and Inppen, K.C., and Brodie Cooper, for another party, were not called upon.*

**THE COURT** (Vaughan Williams, Romer, and Mathew L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. said that in the result there was no one in whose favour the will could operate—there was no one who could take a beneficial interest under it. In his Lordship's opinion the statute applied. It was not true to say that the deceased did not die intestate.

ROMER and MATHEW L.J.J. concurred.

Solicitors: *Ford & Co.; Rowcliffes, Rawle & Co.; Carr, Scott, Smith & Gorringe.*  
W. L. C.

C. A. HAYDON v. CARTWRIGHT. Aug. 12.

*Practice—Appeal—Length of notice—Final or interlocutory order—Solicitor—Account—Rules of the Supreme Court, 1883, Order LII., r. 25; Order LVIII., r. 3.*

Appeal from the refusal by Bucknill J. of an application by the plaintiff by originating summons from an order, under Order LII., r. 25, directing the defendants, who were solicitors, to deliver to the plaintiff a list of the moneys and securities which they had in their custody or control on behalf of the plaintiff, and to bring into court the whole or such part of the same within such time as the Court might order, and to deliver a cash account to the plaintiff. The master refused the application, and Bucknill J. on the 25th of July affirmed his decision.

The plaintiff appealed.

*Bray, K.C., and Norman Craig, for the plaintiff.*

Boome, for the solicitors, took the preliminary objection that the order appealed from was final, not interlocutory, and that the plaintiff had given a four days' notice instead of a fourteen days' notice as required by Order LVIII., r. 3. He cited *In re Herbert Reeves & Co.*, [1902] 1 Ch. 29.

**THE COURT** (Vaughan Williams and Mathew L.J.J.) held that that case applied, and that the order was final. They allowed the objection and dismissed the appeal, without costs, but extended the time for appealing, so that the plaintiff might be able to give a proper notice.

Solicitors: *F. Kimber, Bull & Duncan; Hamlin, Grammer & Hamlin.*  
W. L. C.

this action they complained that he had built on the adjoining land a house which obstructed the access of light to some of their windows, and they claimed an injunction and damages. Some obstruction to the plaintiffs' light was proved, but the defendant objected that at the date of the transfer to the plaintiffs he had no such interest in the adjoining land as would support an implied grant of a right to light. The defendant, who was a builder, entered into a building agreement with the Ecclesiastical Commissioners, dated the 29th of August, 1899, comprising (*inter alia*) the land on which the plaintiffs' house was built and the adjoining land. This agreement gave the defendant a right of entry upon each plot for the purpose only of building a house thereon upon the terms therein mentioned, with a proviso that nothing therein should be deemed to create the relationship of landlord and tenant, and a further right to claim a lease when the house was completed. At the date of the transfer to the plaintiffs the defendant had commenced the foundations of the house now complained of, but the land still allowed the free access of light to the plaintiffs' windows. At this date the plaintiffs knew that the house to be erected was to be larger and more expensive than the other houses in the road, but they did not know the exact position of the house or that it would interfere with their lights. The lease transferred to the plaintiffs was in the form prescribed in the building agreement and provided that the lessors, the Commissioners, should have power to erect or suffer to be erected on the adjoining lands any buildings whatever, whether affecting the light then or at any time during the continuance of the term enjoyed by the lessee or not.

*Warrington, K.C., and C. T. Mitchell, for the plaintiffs.*

*P. Ogden Lawrence, K.C., and R. J. Parker, for the defendant.*

KEKEWICH J. held, (1) that the defendant had at the date of the transfer a sufficient interest in the adjoining land to make himself obnoxious to the maxim that a man shall not derogate from his own grant; (2) that the reservation in sect. 35 of the Land Transfer Act, 1875 (38 & 39 Vict. c. 87), which was made applicable to this case by the 92nd rule of the Land Transfer Rules, 1898, although it preserved the right of the Commissioners to build as they pleased, could not enable the defendant to get rid of his personal obligation not to build on the adjoining land, whether such obligation was expressed or implied; (3) that by virtue of sect. 6, sub-sect. 1, of the Conveyancing Act, 1881, the obligation was expressed and not implied only; (4) that the plaintiffs had no such notice as to the contemplated building on the adjoining plot as to preclude them from maintaining this action, and that this case fell within the principle of *Broomfield v. Williams*, [1897] 1 Ch. 602. His Lordship gave judgment for the plaintiffs for 33l. damages and costs.

Solicitors: *W. S. Barnes; J. E. Helley.*

H. B. H.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. QUICKER v. CHAPMAN. Aug. 8.

*Easement—Light—Implied grant—Derogation—Building agreement—Lease—Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 6.*

By a transfer under the Land Transfer Acts, dated the 2nd of August, 1901, the plaintiffs acquired from the defendant a leasehold house, No. 28, Stamford Road, Hammersmith. By

Byrne J.

May 7, 8, 9; Aug. 5.

WATTS v. BUCKNALL.

*Company—Prospectus—Omission of material contract—"Knowingly issue"—Waiver clause—Companies Act, 1867 (30 & 31 Vict. c. 131), s. 38.*

The prospectus of a company formed to acquire and work two breweries stated, amongst other things, that a contract for purchase of the 1st of December, 1896, had been entered into, and that, "during the negotiations for the purchase of the properties and the formation of the company, contracts have been entered into between various parties with reference to the formation and promotion of the company, and the subscription of its capital, but to none of which the company is a party. The businesses agreed to be purchased, or some of them, will be taken over subject to all existing contracts, which are of the ordinary trade character. The contracts referred to in this paragraph are, or may be, contracts within the meaning of the 38th section of the Companies Act, 1867; and accordingly applicants for shares are to be deemed to have notice of the said contracts, and to have agreed with the company (as trustee for the directors and other persons liable) to waive all claims, if any, against them for not more fully complying with the requirements of the said section, and allotments will only be made out upon this express condition."

The plaintiff applied, on the faith of the prospectus, for twenty preference shares in the company; they were allotted to him, and he paid 200*l.* for them. He brought this action on the ground that contracts by the promoters or their agents, material to subscribers for shares had not been disclosed; and he asked for compensation. The defendant was a director who had taken part in the preparation of the prospectus. He said in his defence that he did not know of the contracts, and that the prospectus did not to his knowledge omit to specify them; and he relied on the waiver clause.

*R. F. Norton, K.C., and Joseph Ricardo, for the plaintiff.*

*Levett, K.C., Rowden, K.C., and Bremner, for the defendant.*

BYRNE J. said that the contracts were material, and that the defendant had left the statements in the prospectus about these contracts to others without further inquiry, and had wilfully—that is with knowledge that he was doing so—abstained from inquiry. This was no answer to the claim under sect. 38. A plea of ignorance on the part of a director could only be maintained where the facts enabled him to establish that the prospectus was not a document for which he was responsible, or, in other words, that he had in fact been deceived into giving his sanction to a document which was not his. On the other point the law was that no protection could be afforded to those responsible for the issue of a prospectus, under a waiver clause which they invited subscribers to submit themselves to, unless they fairly disclosed what was the nature of the rights which they asked should be waived. The present prospectus did not sufficiently disclose the fact, which appeared from the contracts in question, that there had been enormous loading in the way of promotion profits. The plaintiff was entitled to recover 200*l.* and interest at 4 per cent. from the date at which the last dividend was paid.

*Solicitors: Joseph Davis; Ashurst, Morris, Crisp & Co.*

H. C. B.

Byrne J.

Aug. 8, 12.

DAVIS v. TOWN PROPERTIES INVESTMENT CORPORATION,  
LIMITED.

*Landlord and tenant—Covenant for quiet enjoyment—Assignment of reversion—Subsequent purchase of adjoining property by assignee—Breach of covenant—Personal covenant.*

In 1897 a lease for fourteen years of offices on the ground floor of a house was granted by Mr. Lee to the plaintiff. The lease contained a covenant by the lessor, his executors, administrators, and assigns, for the quiet enjoyment of the offices by the plaintiff without any disturbance by the lessor or any person lawfully or equitably claiming from or under him.

In 1898 Mr. Lee sold the house, subject to the lease, to the Town Properties Investment Corporation, Limited. In 1900 the company purchased from a stranger a house next door to that in which the plaintiff had his offices, pulled it down, and erected on the site of it buildings of a much greater height than the old house. This caused a chimney in the plaintiff's offices to smoke so as materially to interfere with his quiet enjoyment of one of the rooms. He brought this action for a declaration that the acts of the company constituted a breach of the covenant and for an injunction.

*R. F. Norton, K.C., and E. Clayton, for the plaintiff.*

*Levett, K.C., and Austen-Cartmell, for the defendants.*

BYRNE J. said that the acts done by the defendants were not done by them, claiming the right to do such acts as authorized by or claiming under the plaintiff's lessor, but in exercise of their rights under an independent title acquired subsequently to the date of the covenant. The covenant must be construed having regard to the circumstances which existed at the date of the lease, and the assignees of the reversion could not be held liable for acts lawfully done under an independent title created subsequently to the lease. The action must be dismissed.

*Solicitors: C. P. Eaton Taylor; F. A. K. Doyle, for S. T. Talbot, Birmingham.*

H. C. B.

Farwell J.

*In re ACCLES, LIMITED.*  
*HODGSON v. ACCLES, LIMITED.*

July 29.

*Company—Debentures—Remuneration of trustees.*

This was the further consideration of a debenture-holder's action. The property subject to the debentures had been realized, and was insufficient to pay the first debentures. The trustees of the trust deed, by which the first debentures were secured, claimed to be paid the remuneration given them by the deed out of the realized property in priority to the debentures.

The trust deed was dated the 26th of August 1896, and made between the company of the one part and two trustees of the other part, and contained the following provisions as to remuneration:—

"33. The company shall pay to each of the trustees on the 1st day of July, 1897, and on each succeeding 1st day of July during the continuance of this security, the sum of 105*l.* as and by way of remuneration for their services as trustees hereunder, and the trustees shall be at liberty to accept such remuneration."

"35. The trustees and every receiver, attorney, manager, agent, or other person appointed by the trustees hereunder shall be entitled to be indemnified out of the mortgaged premises in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the trusts hereof, or of any powers, authorities, or discretions vested in him or them pursuant to these presents . . . and against all actions, proceedings, costs, claims, and demands in respect of

any matter or thing done or omitted in anywise relating to the premises, and the trustees may retain and pay out of any moneys in their hands upon the trusts of these presents the amount of any such moneys, and also the remuneration of the trustees as hereinbefore provided."

On the 23rd of April, 1898, one of the debenture-holders commenced this action to enforce his security. On the 25th of April, 1898, a receiver was appointed, and on the 6th of December, 1902, all the property subject to the trust deed was sold.

*Waggett*, for the surviving trustee, contended that, where trustees were entitled to remuneration, they were entitled to a charge for their remuneration upon the trust property, independently of any special clause in the trust deed (Palmer's Company Precedents, vol. iii. (Debentures) p. 81); and that the remuneration was a debt taking priority over the claims of the debenture-holders.

*S. Dickinson*, for the personal representatives of a deceased trustee.

*Austen-Cartmell*, for the debenture-holders, was not called upon.

FARWELL J. said that in his opinion the remuneration could not be given. There was a contract by the company to pay remuneration; but there was no contract that the debenture-holders should pay it, or that the property charged by the debentures should be liable to satisfy the claim for remuneration. The provision in clause 35 that the trustees might retain remuneration out of any moneys in their hands did not apply, for they had no moneys in their hands. The rest of clause 35 was fatal to the trustees' claim; for it gave them an indemnity out of the property for liabilities and expenses, but not for remuneration. The relation of trustee and *custus que trust* excluded any idea of remuneration except by express antecedent contract. He could not extend the contract in the trust deed further than the words imported; and he accordingly held that the trustees were not entitled to the remuneration claimed.

Solicitors: *Wilson, Bristows & Carpmael*; *Broughton, Nocton & Broughton*; *Pritchards, Englefield & Co.*, for *J. P. Court*, Liverpool.

J. R. B.

Buckley J.

July 24, 25; Aug. 2.

*In re LOVERIDGE.*  
*DRAYTON v. LOVERIDGE.*

*Mortgage—Freeholds—Mortgagee in possession—Equity of redemption barred by lapse of time—Intestacy of mortgagee—Devolution of mortgaged land—Realty or personalty.*

James Loveridge died in 1864, having by his will devised and bequeathed his residuary real and personal estate to his wife during widowhood. Subject to this gift, he died intestate. The testator was entitled to a mortgage debt of 1075*l.* secured upon freehold land. Three years before his death he went into possession of the land and remained in possession till his death. After his death his widow, who did not marry again, went into possession, and so remained until her death in 1900. An order for the administration of the testator's estate was made, and a certificate was filed in April, 1902. A question arose whether, inasmuch as the interest of the mortgagor had been extinguished by the operation of the Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), the mortgage debt and the land comprised in the mortgage remained of the nature of personalty, or whether the possession of the mortgaged property was to be treated as making it realty.

*H. Charlton Hawkins*, for the plaintiff.

*H. F. F. Greenland*, for the next of kin.

*B. Fossett Lock*, for the heiresses-at-law.

BUCKLEY J. held that the mortgaged land devolved upon the legal personal representative as personalty. On the testator's death the mortgage debt descended as personalty, and the land descended to his heir-at-law as trustee for the testator's legal personal representative, who was entitled to the debt and to the beneficial interest in the land in respect of the debt. Although at a later date the rights in respect of the land became enlarged from rights subject to redemption to rights freed from redemption, that could have no effect in discharging the legal owner of the land from his trusteeship for the owner of the debt. The widow was not solely entitled to the mortgage debt; so her possession did not operate to convert the property into personalty.

Solicitors: *Bridgman & Willcocks*, for *Hillman & Bond*, Lyme Regis.  
H. C. R.





NOTICE TO SUBSCRIBERS.

It is INTENDED during the ensuing Long Vacation to publish in the WEEKLY NOTES a continuation of the selection, by Robert Campbell, Esq., Barrister-at-Law, of Scotch Revenue Cases upon the Finance Act, 1894, and the other Imperial Statutes relating to taxation, decided by the Supreme Courts of Scotland.

To these will be added a selection of the Scotch Cases upon the Workmen's Compensation Act, 1897. This Act is an Imperial Statute applying to the United Kingdom generally, and has been a fertile source of interpretation by case law in both countries.

The Scotch Cases will (by permission of Mr. Middleton Rettie, the proprietor) be reprinted, or abridged, from Fraser's Reports (edited by Rettie).

SCOTCH REVENUE CASES.

COURT OF SESSION, FIRST DIVISION.

February 1, 1901.

JOHN TURNBULL SMITH AND OTHERS (Watherston's Trustees), Pursuers (Reclaimers).—*Ure, K.C.—Clyde.\**

THE LORD ADVOCATE, Defender (Respondent).—*Sol.-Gen. Dickson.—A. J. Young.\**

3 Fraser (Court of Session, 5th Series), 429-436.

*Revenue—Settlement estate duty—Estate contingently settled—Repayment—Finance Act, 1894 (57 & 58 Vict. c. 30), ss. 5, 8.*

Trustees were directed to hold the residue of a trust-estate for the truster's unmarried daughter in life, and her children in fee, it being provided that if she had no children the fee should go as she might direct by any writing under her hand, and, failing such direction, to certain third parties.

On the death of the truster in 1895 the trustees paid estate-duty and settlement estate-duty on the residue as a settled estate under the provisions of the Finance Act, 1894. The daughter died unmarried on 11th January, 1898. On her death estate-duty was claimed and paid on the residue as an unsettled estate.

In an action by the trustees for repayment of the amount paid as settlement estate-duty, on the ground that the estate was only settled contingently on the daughter leaving issue, and that this contingency had not arisen, *held* (affirming judgment of Lord Stormonth-Darling) that as there was no enactment in the Finance Act, 1894, or otherwise entitling the trustees to repayment, they were not entitled to repayment.

By the third purpose of his trust-disposition and settlement William Watherston, builder in Edinburgh, who died on 22nd November, 1895, directed his trustees to hold the residue of his estate for his daughter, Miss Christian Elizabeth Watherston, in life, and her children, if any, in fee, subject to her apportionment, or failing apportionment, equally, and failing children, then as Miss Watherston might direct by any *mortis*

\* The names in italics are those of the counsel who argued the case.

No. 30.—1902.

*causa* deed or writing under her hand, and failing such direction, then to her first cousins.

The trustees paid estate-duty on the trust-estate. Settlement estate-duty, amounting to 931l., under sect. 5 of the Finance Act, 1894, was also claimed. The trustees at first objected, but after some correspondence paid this duty also.\*

On 11th January, 1898, Miss Watherston died unmarried.

On her death the Revenue authorities claimed estate-duty upon the trust-estate, as having passed on her death. The trustees admitted this claim, and brought the present action against the Lord Advocate, as representing the Revenue authorities, for repayment of the sum of 931l., paid as settlement estate-duty, and also of 19l. 8s. paid as interest thereon.

They pleaded, *inter alia*;—(2) On a sound construction of the Finance Act, 1894, and in respect that the contingency attaching to the settlement of said residue (if it was settled) has happened, the pursuers are entitled to repayment of the settlement estate-duty referred to.

In defence the Lord Advocate, on behalf of the Revenue authorities, pleaded, *inter alia*;—(4) In the case of a death prior to the commencement of the Finance Act, 1898, settlement estate-duty paid in respect of property contingently settled is not returnable.

On 9th November, 1900, the Lord Ordinary (Stormonth-Darling) sustained the fourth plea in law for the defender, and in respect thereof assoilzied the defender.†

\* The Finance Act, 1894, enacts, sect. 5, sub-sect. 1—"Where property in respect of which estate-duty is leviable is settled by the will of the deceased, or having been settled by some other disposition passes under that disposition on the death of the deceased to some person not competent to dispose of the property—(a) A further estate-duty (called settlement estate-duty) on the principal value of the settled property, shall be levied at the rate hereinafter specified . . . but (b) during the continuance of the settlement the settlement estate-duty shall not be payable more than once."

By sect. 8, sub-sect. 1, it is enacted—"The existing law and practice relating to any of the duties now leviable on or with reference to death shall, subject to the provisions of this Act, and so far as the same are applicable, apply for the collection, recovery, and repayment of estate-duty, and for the exemption of the property of common seamen, marines, or soldiers who are slain or die in the service of Her Majesty, and for the purpose of payment of sums without requiring representation as if such law and practice were in terms made applicable to this part of the Act."

By the Finance Act, 1898 (61 and 62 Vict. cap. 10), sect. 14, it is enacted that "Where in the case of a death occurring after the commencement of this Act" (1st July, 1898) "settlement estate-duty is paid in respect of any property contingently settled, and it is thereafter shown that the contingency has not arisen, and cannot arise, the said duty paid in respect of such property shall be repaid."

† "OPINION.—The pursuers' claim for repayment of settlement estate-duty is so absolutely fair and equitable that I have considered it with every desire to hold it well founded in law, and it is with reluctance that I have come to the conclusion that the Commissioners of Inland Revenue are within their strict right in resisting it.

"There can be no doubt that the late Mr. Watherston at his death on 22nd November, 1895, had so dealt with the residue of his estate as to make it 'settled property' within the meaning of the Finance Act of 1894. What he had done was to give directions to his trustees, by which they were to hold the residue for his daughter in life, and her children, if any, in fee. So long, then, as it was possible for Miss Watherstone to have children, the residue was contingently settled; and the case of *Stewart's Trustees*, 1 F. 416, decides that property in that position is 'settled property' in the sense of the Finance Act, and as such is liable to settlement estate-duty.

"Miss Watherston died unmarried in January, 1898, when, of course, it became evident that the contingency affecting the settlement had not arisen, and could not arise. It then became equally clear that Miss Watherston was at her death 'competent to dispose' of the

The pursuers reclaimed (i.e. brought up the case to the Inner First Division of the Court).

residue, because her father had provided that, failing children, it was to go as she might direct by any *mortis causa* deed or writing under her hand. Accordingly, the Inland Revenue claimed estate-duty on the residue as having passed at her death, and there was no answer to the claim. But this state of matters presented the obvious inconsistency that, in 1895, the Crown had received settlement estate-duty on the footing that the property was settled, and then, in 1898, had received estate-duty on the footing that it was not settled. The whole purpose and meaning of settlement estate-duty, as correctly expressed by the editors of Mr. Hanson's book at page 124, is to 'counterbalance the advantage given to settled property over other property by the direction contained in section 5 (2) that, when once estate-duty has been paid in respect of it, neither estate-duty nor the other scheduled duties shall be paid until the property has come out of settlement.' Here, of course, the Crown required no compensation of that kind, because they received estate-duty on the death of Miss Watherston, exactly as if there had been no settlement at all. If the deaths of Mr. Watherston and his daughter had occurred three years later than they did, the question would have been ruled in the pursuers' favour by the Finance Act of 1898, which provides that, in a case like the present, settlement estate-duty shall be repaid. Unfortunately the Act, in remedying one injustice, created another, for it confined the remedy to the case of deaths occurring after 1st July, 1898, and thereby created that inequality of treatment in precisely similar circumstances, which is the worst vice that can infect taxation.

"That being so, the pursuers are compelled to fall back on the provisions of the Finance Act of 1894. They rely on these words of section 8 (1), 'The existing law and practice relating to any of the duties now leviable on or with reference to death shall, subject to the provisions of this Act, and so far as the same are applicable, apply for the purposes of the collection, recovery, and repayment of estate-duty.' Then they go on to point to sections 8, 17, 34, and 37 of the Legacy-Duty Act (36 George III. cap. 52), and to sections 35, 36, and 37 of the Succession-Duty Act (16 and 17 Vict. cap. 51), and they say that these, forming as they do the law and practice with regard to the repayment of previously existing death-duties, ought, by section 8, to be applied to repayment of estate-duty, including, of course, settlement estate-duty.

"If I could bring myself to think that section 8 (1) was intended to have any effect on questions of liability for duty, I should be very glad to agree with the pursuers. But I cannot think that it was intended to do more than to incorporate the provisions of the former Acts relating to procedure. Undoubtedly that must hold good where the provisions relate to the collection and recovery of the duty. Why should it be different when the provisions relate to repayment? There are sections in the Finance Act itself, such as 8 (12) and 9 (3), providing for repayment of estate-duty in certain circumstances; and it seems to me quite a sensible and sufficient construction of 8 (1) to read it as meaning that, where estate-duty has to be repaid in terms of these other sections, the same procedure is to be followed as in the case of the earlier Acts. On the other hand, I think it would be a strained construction to hold it as conferring a substantive right to repayment by analogy. The cases where the earlier Acts provide for repayment are all cases where the benefit taken by the legatee or successor has been destroyed or abridged by some supervening occurrence; and at best there is only an analogy between that and a case like the present, where it turns out that settlement estate-duty, which is exigible not from the individual beneficiary but from the whole estate, would never have been payable at all if the future could have been foreseen.

"A case on the construction of one taxing statute is never, perhaps, a very safe guide in the construction of another. But the argument of the pursuers has some resemblance to the unsuccessful attempt in *Hogg v. Parochial Board of Auchtermuchty*, 7 R. 986, to make out that a parish minister's exemption from poor-rates extended to school-rates. Reliance was there placed on a clause in the Education Act of 1872, providing that 'The laws applicable for the time to the imposition, collection, and recovery of poor's assessment shall be applicable to the school-rate.' It was urged that one of the laws applicable to the 'imposition' of poor's assessment was that it should not be imposed on parish ministers; but this view was rejected, and the clause was treated as one regulating procedure merely.

"I shall therefore sustain the defender's fourth plea in law, and assolve."

The arguments appear sufficiently from the opinions of the Lord Ordinary and the Lord President. For the respondent, the following authorities were referred to:—*Inland Revenue v. Stewart's Trustees*, (Jan. 20, 1899) 1 F. 416; *In re Webber*, [1896] 1 Ch. 914; *Attorney-General v. Fairley*, [1897] 1 Q. B. 698; *Attorney-General v. Clarkson*, [1900] 1 Q. B. 156.

At advising,—

LOLD PRESIDENT.—Mr. Watherston died on 22nd November, 1895, leaving a trust-disposition and settlement, by which he conveyed his whole estate to the pursuers as trustees for certain purposes, of which the only one material to the present question is that which relates to the residue, which the trustees were directed to hold for his daughter Miss Watherston in life and her children, if any, in fee, subject to her apportionment, or failing apportionment, equally, and failing children, then as Miss Watherston might direct by any *mortis causa* deed or writing under her hand, and failing such direction, to certain other persons.

The pursuers paid estate-duty under the Finance Act, 1894, on the amount of the trust-estate, and the Commissioners of Inland Revenue also claimed settlement estate-duty upon the residue as being "settled property" within the meaning of that Act. The pursuers objected to this claim upon the ground that Miss Watherston was then unmarried, and was, according to their contention, "competent to dispose" of the residue. Ultimately, however, the pursuers paid settlement estate-duty as claimed.

Miss Watherston died unmarried on 11th January, 1898, and the Commissioners of Inland Revenue claimed estate-duty upon the residue as having "passed" on her death. The pursuers have admitted this claim, but they demand from the Inland Revenue authorities repayment of the settlement estate-duty paid as above mentioned. These authorities, however, decline to repay that duty.

The pursuers allege on record that the residue of Mr. Watherston's estate was not "settled property" within the meaning of the Finance Act, 1894, but they now admit that it is so, maintaining, however, that it is only "contingently settled," inasmuch as it was possible that Miss Watherston might die competent to dispose of it, and that in the event of her doing so, the settlement would not take effect. The Inland Revenue authorities deny that the residue was merely "contingently settled," that being an expression which does not occur in the Finance Act, 1894, but was introduced by the later Finance Act of 1898, which does not apply to the present case. In the somewhat similar case of the *Inland Revenue v. Stewart's Trustees*, it was held that the bequests to daughters were "settled property" in the sense of the Finance Act, 1894, and as such liable to settlement estate-duty under sect. 5 of that Act, but it does not appear to have been suggested in that case that the property was merely "contingently settled," and that consequently settlement estate-duty was either not due, or that if paid, repayment of it could be demanded. This is not surprising, as the question whether property is settled depends upon the state of things which existed at the death of the person to whom it belonged, not upon the course of events afterwards.

The claim of the pursuers to repayment is, as I understand, rested exclusively upon sect. 8 (1), of the Finance Act, 1894,

which provides that,—“The existing law and practice relating to any of the duties now leviable on or with reference to death shall, subject to the provisions of this Act, and so far as the same are applicable, apply for the purposes of the collection, recovery, and repayment of estate-duty,” and the pursuers maintain that this section imports into the Finance Act, 1894, sects. 8, 17, 34, and 37 of the Legacy-Duty Act of 36 Geo. III. c. 52, and sects. 35, 36, and 37 of the Succession-Duty Act of 16 and 17 Vict. c. 51, not only for the purpose of providing rules of procedure in regard, *e.g.*, to collection and recovery of estate-duty, but as specifying events in which it is to be repaid.

In considering whether and to what effect these sections are imported into the Finance Act, 1894, or in the language of sect. 8 (1) how far they are applicable, it should be kept in view that estate-duty (including settlement estate-duty) is the same in substance as the old probate-duty, although it is charged upon property, *e.g.*, heritage, in respect of which probate-duty was not payable. It is charged not upon the interest to which some person succeeds on a death, but upon the interest which ceased by reason of the death. This is a very essential distinction, and makes it necessary to observe much caution in applying to estate-duty statutory provisions made with respect to legacy or succession-duty.

Sect. 8 of the Legacy-Duty Act provides for the mode of charging the value of legacies given by way of annuity, declaring, *inter alia*, “that the value of any such annuity, if determinable upon any contingency besides the death of any person or persons, shall be calculated without regard to such contingency, provided always, that if any such annuity shall determine by the death of any person before four years’ payment of such annuity shall become due and payable, then, and in such case, the duty shall be payable in proportion only to so many of the payments of the said annuity as actually accrued and became due and payable; and in case any such annuity shall at any time determine upon any other contingency than the death of any person or persons, then, and in such case, not only all payments of duty which would otherwise become due after the happening of such contingency, if any such would become due, shall cease; but it shall be lawful for the person or persons who shall have paid any duties which shall have previously become due, to apply for and obtain a return of so much of the duty so paid as will reduce the same to the like duty as would have been payable by such person or persons for such annuity, calculated according to the term for which the same shall have endured.” Upon this provision it is sufficient to say that it is impossible to apply it in the present case. There is here no question of any legacy or other testamentary gift made by way of annuity, or of any duty payable by four yearly instalments, or of any annuity determining by the death of any person before four years’ payment of the annuity had become due and payable, or of any of the other very special conditions under which repayment may be demanded. Further, the provisions of the section which relate to legacies, and consequently look to the benefits taken by legatees, would not upon principle apply to what is in effect a probate-duty which regards the estate left by the deceased.

Sect. 17 provides for the duty on legacies subject to contingencies being charged as for absolute bequests, declaring that if such contingency shall afterwards happen, and the property so bequeathed shall thereupon go in such manner that

the same, if taken immediately after the death of the testator or testatrix, under the same title, would have been chargeable with a higher rate of duty than the duty so paid, the person or persons becoming entitled thereto shall be charged with, and shall pay, the difference between the duty so paid and such higher rate of duty. This is a provision in favour of the Revenue, and it is to be observed that if a contingency happens upon which the property goes to some person chargeable with a lower rate of duty, or not chargeable with duty at all, the section makes no provision for all or any part of the duty previously paid being returned. This provision also seems to me to be inapplicable to estate-duty (including settlement estate-duty) and if it were applied, it would not, for the reasons now given, aid the pursuers.

Sect. 34 declares “that if at any time after payment of duty on any legacy or residue, or part of residue, of the personal estate of any person deceased, any debt shall be recovered against the estate of such deceased person, or any loss shall happen, by reason whereof, or for any other just cause, any legatee or other person by whom any legacy or part of legacy, or any residue of any personal estate, hath been received or retained, shall be obliged to refund the same or any part thereof,” the Commissioners of stamp duties are required to refund what turns out to be an overpayment of duty. There is nothing in the present case equivalent to any of the conditions upon which repayment could be required under this section. No debt was recovered against Mr. Watherston’s estate which reduced the value upon which estate-duty had been paid. The whole residue passed under his testamentary settlement to the persons whom he intended to receive it, in the events which occurred.

Sect. 37 provides for the case of persons whose administrative title is declared void after they have paid legacy-duty, but there was no avoidance of any administrative title in this case, and, as has been already pointed out, Mr. Watherston’s testamentary settlement received full effect *modo et formâ* according to its terms.

Sect. 35 of the Succession-Duty Act provides that, “in estimating the value of a succession, no allowance shall be made in respect of any contingent incumbrance thereon, but in the event of such incumbrance taking effect as an actual burden on the interest of the successor, he shall be entitled to the return of the proportionate amount of the duty so paid by him in respect of the amount or value of the incumbrance when taking effect.” In the present case there was no contingent incumbrance which either did or did not take effect, or anything like it.

Sect. 36 declares that, “in estimating the value of a succession, no allowance shall be made in respect of any contingency upon the happening of which the property may pass to some other person, but in the event of the same so passing, the successor shall be entitled to a return of so much of the duty paid by him as will reduce the same to the amount which would have been payable by him if such duty had been assessed in respect of the actual duration or extent of his interest.” This section well illustrates the distinction between a succession-duty which looks to the quality and value of the interest taken by a successor, and what is in effect a probate-duty which looks to the estate left by the deceased. In the present case the duty is assessed upon the latter basis, and sect. 36 cannot, either in form or in substance, have any application to it.

Sect. 37 provides for allowance or return of duty being made where it turns out that the duty, not being due from the person paying it, was paid in mistake, or in respect of property which the successor was unable to recover, or from or of which he was evicted or deprived by any superior title, or that for any other reason it ought to be refunded. None of the events, or anything like the events, upon which provision is here made for return of duty has occurred, or could occur, in the present case, and none of the provisions made for wholly different events apply, or could be made to apply, to it.

Upon this part of the case I need only add that the question in what cases repayment of estate-duty should be directed was considered and provided for in sects. 8 (12) and 9 (3) of the Finance Act, 1894, and that these sections make no provision for repayment in such a case as the present.

The provision in sect. 14 of the Finance Act, 1898, that where in the case of a death occurring after the commencement of that Act settlement estate-duty is paid in respect of any property contingently settled, and it is thereafter shown that the contingency has not arisen and cannot arise, the duty paid in respect of such property shall be repaid, seems a very reasonable and proper one, but the fact that it was considered necessary to make it by subsequent legislation affords additional evidence that the right to repayment in such a case did not already exist under the Finance Act, 1894.

For these reasons I am of opinion that the Lord Ordinary's interlocutor ought to be adhered to.

LORD ADAM and LORD KINNEAR concurred.

LORD M'LAREN, not having been present at the hearing, gave no opinion.

THE COURT affirmed the decision of the Lord Ordinary.

## SECOND DIVISION.

March 5, 1901.

THE LORD ADVOCATE, Pursuer (Respondent).—*Sol.-Gen.*  
*Dickson—Dundas, K.C.—Young.*

JAMES BALFOUR-KINNEAR AND ANOTHER (Watherston's Trustees),  
Defenders (Reclaimers).—*Ure, K.C.—Chree.*

3 Fraser (Court of Session, 5th Series), 627-635.

*Revenue—Legacy duty—Legacy free of duty—Agreement to take less than full amount of legacy—Legacy Duty Act, 1796 (36 Geo. 3, c. 52), ss. 21, 23.*

The Legacy-Duty Act, 1796, sect. 21, provides,—“that if any direction shall be given by any will or testamentary instrument for payment of the duty chargeable upon any legacy or bequest out of some other fund, so that such legacy may pass to the person or persons to whom or for whose benefit the same shall be given free of duty, no duty shall be chargeable upon the money to be applied for the payment of such duty, notwithstanding the same may be deemed a legacy to or for the benefit of the person or persons who would otherwise pay such duty.”

Sect. 23 enacts that where a legacy shall be released for a consideration or compounded for less than the value thereof, legacy-duty shall

be paid in respect of such legacy according to the amount taken in satisfaction thereof.

By certain testamentary writings, a testator provided for the payment of certain legacies, some free of legacy-duty, others not. On the testator's death the estate proved insufficient to pay the legacies in full. Questions as to the validity, construction, and effect of these testamentary writings were settled by all the parties interested executing a deed of agreement and compromise whereby they agreed severally to accept, as in full of their right, from the testamentary trustees, smaller sums than the legacies originally bequeathed, but under declaration that all were to be free of legacy-duty. It was further declared that *quoad* the provisions thus arrived at, the testator should be deemed to have died testate, and *quoad ultra* intestate.

The Crown claimed legacy-duty from the trustees upon the sums paid to the legatees, and on the sums drawn by the trustees from other funds in order to pay duty on the legacies as agreed on, contending (1) that the legatees took solely in virtue of the agreement, and therefore that sect. 21 did not apply, and (2) that the sums paid to the legatees along with the amount of the duty was “the amount taken in satisfaction of the legacy” in the sense of sect. 23.

*Held* (*rev. judgment of Lord Stormonth-Darling*) that the legatees took the sums as their legacies in virtue of the testamentary writings, the effect of the agreement being merely to restrict them in amount, and that therefore by sect. 21 of the Act no legacy-duty was payable on the sums paid as duty on those legacies which by the agreement were accepted in place of legacies declared in the testamentary writings to be free of duty.

*Opinion* by Lord Young that the deed of agreement, being a *bona fide* agreement as to the meaning of the testamentary writings, and not being challenged by the Crown as in any way defrauding its interests, came in place of and must be deemed to be the testament of the deceased, and that consequently the provisions of sect. 21 applied to all legacies taken in virtue of it, whether declared free of duty in the original testamentary writings or not.

MISS CHRISTIAN ELIZABETH WATHERSTON, of 17, Rothersey Place, Edinburgh, died on 11th January, 1898, leaving three testamentary writings under her hand, dated respectively 25th October, 1896, 17th December, 1896, and 18th January, 1897, whereby she bequeathed a number of legacies, some free of duty, and others not. She died possessed of heritable and moveable estate, of which she was the absolute owner, and at the time of her death she was entitled to dispose, by will, of the estate placed in trust by her father's trust-conveyance, dated 27th February, 1886, and also of the residue of his estate under his trust-disposition and settlement of 20th May, 1895. On Miss Watherston's death the validity and effect of her testamentary writings were challenged by her next of kin and others. Ultimately the questions which were thus raised were settled, all the parties interested having entered into a deed of agreement and compromise, which was recorded in the Books of Council and Session on 28th July, 1898. The parties of the first part to the agreement were the deceased's heir-at-law and next of kin, who were also, in the event of her intestacy, entitled as ultimate beneficiaries to the funds under her father's trust of 1886. The parties of the second part were those who, in the case of the deceased's intestacy, were entitled to the residue of her father's estate as ultimate beneficiaries under his trust of 1895. The third parties were persons claiming right under the deceased's testamentary writings.

The following narrative of the facts is taken from the opinion of the Lord Ordinary (Stormonth-Darling):—“The late Miss

Watherston, who died unmarried on 11th January, 1898, left three testamentary writings purporting to deal, not only with the estate strictly speaking her own, but with two large funds left in trust by her father, over which he had given her power to test. Questions arose after her death as to the validity, meaning, and effect of her testamentary writings, and these disputes were all settled by the deed of agreement and compromise set out in the appendix to this record. The first article provided that the said three writings should be construed as if they formed a valid *mortis causâ* deed or will, by which Miss Watherston bequeathed legacies of the amounts specified in the article (the amount in each case being, I was informed, about one-half of what the writings bore); and the article closed with the words:—'All of said legacies being free of Government duties of whatever kind, and to be paid as soon as possible, but without any interest thereon.' The second article provided that 'the said Christian Elizabeth Watherston shall be held to have died testate to the effect expressed in the foregoing article, and to have validly exercised the powers of bequest conferred on her by the 1886 trust-deed and the 1895 trust-deed, to the extent of the sums that may be required from the 1886 trust and the 1895 trust, in addition to her own separate estate, to meet the whole of the bequests specified in the preceding article and whole Government duties and expenses.' The third article provided that Miss Watherston 'shall be held *quoad ultra* to have died intestate, and without having exercised the powers of bequest conferred upon her by the 1886 trust-deed and the 1895 trust-deed.' And the sixth article bore that 'the whole parties hereto agree to accept the foregoing division, and the sums thereby falling to each, as in full of all claims competent to them, and each or any of them,' by virtue of the two trust-deeds, or any of the testamentary writings, or through the decease of Miss Watherston or her father.

"The various legatees received the sums agreed upon, free of legacy-duty; and a sum of 3032*l.* 10*s.* of duty was paid by the defenders to the Crown. This amount was calculated on the sums actually payable to the legatees, without taking into account that the true amount of the benefit taken by each legatee was the sum which he actually received plus the amount applied in payment of duty to the Crown, for which, apart from the agreement, he would have been personally liable."

In June, 1900, the Lord Advocate, as representing the Board of Inland Revenue, brought this action against James Balfour-Kinnear, W.S., and George Thomas Balfour-Kinnear, W.S., Edinburgh, Miss Watherston's trustees and executors, for payment of 250*l.* 7*s.* 6*d.*, being legacy-duty upon the money—3032*l.* 10*s.*—which had been applied in payment of the duties on the legacies paid under the deed of agreement, and also for interest thereon at the rate of 3 per cent. from the date of the previous payment of duty.

The pursuer averred:—(Cond. 7) "The defenders, as trustees and executors, have failed to pay the full legacy-duty due on account of the legacies in question. A claim for duty arises not only on the sums paid over to the legatees according to the terms of the compromise, but also on the money applied in payment of the duties on the legacies." The pursuer founded on sect. 23 of the Legacy-Duty Act.\*

\* The Legacy-Duty Act, 1796, sect. 21, enacts,—“That if any direction shall be given by any will or testamentary instrument for payment of the duty chargeable upon any legacy or bequest out of

The defenders averred (Ans. 3) "that by said deed the true construction and effect of Miss Watherston's testamentary writings was settled for all purposes connected with her succession by all the parties interested in her estate."

On 23rd February, 1900, before this action was raised, the defenders offered to the Inland Revenue payment of legacy-duty upon the duty in the case of all those legatees whose legacies were not expressly duty free in terms of Miss Watherston's testamentary writings, in full of the claim now made.

*Quoad* the case of those legatees whose legacies were declared free of duty by the testamentary writings they pleaded:—

(2) No legacy-duty being payable on the duty in the case of the legacies in question, the defenders should be absolved from the conclusions of the summons.

On 21st December, 1900, the Lord Ordinary decerned against the defenders in terms of the conclusions of the summons.†

some other fund, so that such legacy or bequest may pass to the person or persons to whom or for whose benefit the same shall be given free of duty, no duty shall be chargeable upon the money to be applied for the payment of such duty, notwithstanding the same may be deemed a legacy to or for the benefit of the person or persons who would otherwise pay such duty."

Section 23 enacts,—“Where any legacy or part of any legacy or residue or part of residue whereon any duty shall be chargeable by this Act shall be satisfied otherwise than by payment of money or application of specific effects for that purpose, or shall be released for consideration or compounded for less than the amount or value thereof, then and in such case the duty shall be charged and paid in respect of such legacy or part of legacy or residue or part of residue according to the amount or value of the property taken in satisfaction thereof, or as the consideration for release thereof, or composition for the same.”

† "OPINION.—(After the narrative quoted above)— . . . Now, at first sight, the notion of paying duty upon duty may be a little startling, all the more that, in the ordinary case, no such payment is due to the Crown. But that is by virtue of section 21 of the Legacy-Duty Act, 36 George III. cap. 52, which provides that 'if any direction shall be given, by any will or testamentary instrument, for payment of the duty chargeable upon any legacy or bequest out of some other fund, so that such legacy or bequest may pass to the person or persons to whom or for whose benefit the same shall be given free of duty, no duty shall be chargeable upon the money to be applied for the payment of such duty, notwithstanding the same may be deemed a legacy to or for the benefit of the person or persons who would otherwise pay such duty.' Lord President Inglis, commenting upon this section in *Lord Advocate v. Miller's Trustees*, 11 R. at p. 1055, said—'There can be very little doubt that, but for this enactment, in every case where a legacy is given free of legacy-duty by the will of the testator, and the executory estate can afford to relieve, and does relieve, the legatee of the amount of the duty by paying the duty out of the executory estate, that portion of the executory estate so applied would itself be subject to legacy-duty.' That is the principle on which the defenders admit that, as regards all the legacies whose freedom from legacy-duty arises solely from the deed of compromise, the claim of the Crown is well founded. They concede that, in the case of these legacies, section 23 of the Legacy-Duty Act applies. It provides (taking it shortly) that where any legacy chargeable with duty 'shall be released for consideration, or compounded for less than the amount or value thereof, then, and in such case, the duty shall be charged and paid in respect of such legacy . . . according to the amount or value of the property taken in satisfaction thereof, or as the consideration for release thereof, or composition for the same.' Applying these words to the case in hand, the defenders concede that, as regards legacies of this kind, 'the composition for the same' accepted by the legatees was not merely the sum which each legatee received into his hand, but included also the amount paid on his behalf to the Government.

"But then, the defenders say, this principle does not apply to the case of the legacies accepted by the legatees in lieu of larger legacies, which the testatrix herself declared to be free of legacy-duty. As regards these, they say, the deed of compromise made no change on

The defenders reclaimed, and argued:—The sole question was as to the legacies taken in place of those which by the testamentary writings were declared free of duty. The legacies were taken in virtue, not of the compromise, but of the testamentary writings. The only effect of the deed of agreement was to restrict them in amount. That being so, the provisions of sect. 21 of the Act applied, and no duty was payable on duty. The provisions of sect. 23 were nothing to the purpose. It provided merely that where a legatee had to take less than the legacy bequeathed, duty was payable on the restricted amount, but did not alter the effect of the original legacy being payable duty free.

Argued for the pursuer:—The legatees took solely under the compromise, and the provisions of sect. 21, which applied only to legacies under a will, did not apply: *Lord Advocate v. Miller's Trustees*, (July 4, 1884) 11 *Rettie*, 1046; *Lord Advocate v. Freckleton's Judicial Factor*, (March 20, 1894) 21 *Rettie*, 743. But, in any event, the legatees had compounded their legacies for less than their value, and by sect. 23, duty was payable on the amount taken in satisfaction, that was to say, the amounts by which the legatees benefited, viz., the amount of the legacies plus the duties payable thereon, which, but for the agreement, the legatees would have had to pay.

LORD JUSTICE-CLERK.—This is a peculiar case. The lady having left certain testamentary documents, it turned out that there would be difficulties in carrying out her testament, or there might be a dispute, and the parties who were interested came to an agreement that she was to be held to have, by her testament, given legacies of less amount than the actual amount which was stated in figures in her will—that is to say, that the will was to be so read. Now, the original will and the agreement both state that the legacy, whether it was the full amount or the amount that was agreed upon, was to be free of legacy-duty. Accordingly, under sect. 21 of the Act which has been quoted to us, the amount of the duty being payable out of other estate than that which was handed over to the legatee—the duty which was so paid was made free of paying legacy-duty on itself—if I may so express it—that is to say, the party got the legacy in full, the trustees had to pay legacy-duty on that legacy, and under sect. 21 they did not before paying that duty

the provisions of the will except by reducing the amounts; and they point to the provision of the deed, that the testatrix should be held to have died testate, to the effect expressed in an article which merely reduced the amounts. This is a plausible argument, but I think it is unsound. The question really comes to be whether the legatees in the latter class truly derive their right to have legacy-duty paid for them from the will or from the compromise, because, if they derive it from the compromise, they are exactly in the same position as the other legatees, and section 21 of the statute, which refers solely to directions given by will, can have no application.

“The proper way to test this question is, I think, to consider whether, if the compromise had been silent as to legacy-duty, the legatees in this latter class could have insisted, as against the defenders, that legacy-duty should have been paid for them. Now, I think they could not. The answer by the defenders to such a demand would have been, ‘Your right to receive anything at all is due entirely to the compromise; the deed declares that certain specified sums are what you are to receive, that *quoad ultra* the testatrix is to be held as having died intestate, and that the parties agree to accept these sums as in full of all claims.’ With such provisions in the deed I think the demand must have failed; and, if so, the legatees of the one class, just as much as the legatees of the other, owe the benefits which they take entirely to the compromise.”

require to pay duty upon it. Now, that clause is about as clear a clause as can be. But then the Crown says that this case is taken out of that clause altogether, and is to be dealt with solely under clause 23, because under the arrangement that was made there was naturally less paid to the legatee than the amount contained in the original writings of Miss Watherston. Sect. 23 appears to me—and I think your Lordships agree—to be intended solely to prevent what would be a gross injustice in those cases in which a legatee, from any cause, was obliged to take a subject or something which was valued instead of the actual thing which was left by the testator. It is provided that where any legacy chargeable with duty shall be released for any consideration or compounded for less than the amount or value thereof, the duty shall be paid according to the amount or value of the property taken in satisfaction or as a consideration for release thereof, or composition for the same. It was to prevent the injustice of charging duty upon the whole that had been left where a person could not recover the whole. I do not think it was for any other purpose, and I do not think it impinges upon the right of a party who, under sect. 21, is taking a certain sum by agreement or otherwise, directly under the will, or by an agreement by which the will is to be read as bringing this sum to the legatee. In these circumstances, if legacy-duty is not to be paid on the legacy, but the legatee is to receive the money in full, the amount of the duty which is paid out of the rest of the estate is not itself to be charged. I therefore think that the Lord Ordinary's judgment is wrong, and should be reversed.

LORD YOUNG.—I am substantially of the same opinion. The question before us is a question regarding legacy-duty. Now, the existence of a legacy or legacies is absolutely essential to the existence of such a question. There must be legacies here, therefore, in the estimation of the Crown, in order to raise a question about the duty payable to the Crown in respect of them. But in order to the existence of a legacy there must exist a testator, and also a testament. Now, who is the testator here? Miss Watherston. There is no other. And therefore the Crown must regard her as a testator; and, as I said, there must also be a testament in order to the existence of a legacy, and the legacies must be legacies under that testament. She has been dead for some years. She left three documents, and it is stated in the case before us—or rather in the deed of agreement—that if the set of writings were held to be of no effect, and Miss Watherston were held to have died intestate and without having exercised her said powers of bequest—that is, under her father's settlement—the first parties are the whole beneficiaries entitled to the 1886 trust funds, and the other parties—there are two sets—would be entitled to the rest of the estate, at least to one part of it. Now, the agreement is, amongst those parties who disputed the validity of these instruments and the import and effect of them, for the narrative proceeds—“And whereas certain questions arose between the parties hereto as to the validity, meaning, and effect of the said writings; and whereas all the parties hereto have agreed to compromise the whole questions between them as to the validity, meaning, and effect of said writings left by the said Christian Elizabeth Watherston in manner after mentioned, therefore the parties have agreed, and agree as follows:—The said three writings shall be construed as if they formed a valid



*moris causa* deed or will, by which she bequeathed," and then the bequests are mentioned. The agreement is that the import and effect of these three deeds is to be so construed; and then it provides that all those legacies to which it is to be construed to apply are to be free of legacy-duty, and the said Christian Elisabeth Watherston shall be held to have died testate to the effect expressed in the foregoing article, and to have validly exercised the powers of bequest conferred on her by her father's settlement. Now, this shews an agreement by all parties interested as to the import, meaning, and effect of the testament left by Miss Watherston. Does the Crown challenge that? It has been observed, more than once, that the Crown is at liberty, and the officers of the Crown are bound in the discharge of their duty, to challenge any settlement of this kind, or of any kind which is detrimental to the interest of the Crown—that is, to the interests of the public of which the Crown has charge—or any settlement which is made regarding the testament or will of the deceased which is for the purpose of defeating any legitimate rights of the Crown or reducing the amount of its rights. But we were assured that there was no suggestion that this was other than a *bona fide* arrangement, not detrimental to the interests of the Crown in any respect; and indeed, if this arrangement had not been made that she was to be dealt with as having by these three instruments—the meaning and legal effect of which was in some doubt—made a valid testament, it might well be that the whole estate would have gone—or at least some of it—not to people who were paying 10 per cent. as strangers, but to such next of kin as would have merely a nominal sum to pay. But the Crown has not challenged this, and therefore we must take the case on the footing that Miss Watherston died testate, and that this agreement was her testament. Now, the legacies—and the only legacies which we have to deal with—which are presented or referred to in the case before us, are the legacies which by this agreement she is held to have left by her testamentary instrument, and these legacies are left free of legacy-duty. That is to say, the amount of the legacy-duty which, without a declaration of "free of legacy-duty," would have been payable by the legatees, is an additional gift to them. That is the meaning of it under clause 21. If there was no such declaration the legatee would have to pay on 500*l.*, or 1000*l.*, or 10,000*l.*, according to his kindred or relationship to the deceased, but it is provided by sect. 21 that if the testament by which the legacy in question is given declares it to be free of legacy-duty, there shall be no duty payable upon the duty.

Now, is that not the case with reference to every one of the legacies in this deed? The case was opened by Mr. Chree on the footing that there was a distinction between those legacies and the legacies in which there was no provision that they should be free of legacy-duty. I do not see any ground for the distinction, and I am somewhat amazed at that having been given up, for the legacies are all by this deed—there is no other. We are not going into those three documents, the meaning and validity and effect of which were in dispute and were settled. We are to take only what the parties legitimately interested are agreed is to be taken as the import and effect of them. Therefore, I take the import and effect that the parties are agreed upon—and we are not concerned with anything else—with respect to all the legacies mentioned, that they are legacies by a testament in these terms—declaring that they shall be free of legacy-duty.

No. 33.—1902.

And therefore, in my opinion, although it is unnecessary to decide that—the point having been abandoned—the Crown is entitled to no duty whatever upon what is to be paid in order to free those legacies of legacy-duty. I think that is really the whole case.

LORD TRAYNER.—I am of the same opinion. The Lord Ordinary has held that the Crown is entitled to the claim it is now making, on the ground that the legatees who were declared to be entitled to take their legacies free of legacy-duty are taking nothing under the will of Miss Watherston, but are taking what they are getting purely under the rights conferred upon them by the deed of compromise or agreement referred to in the course of the debate. I dissent from that view. The agreement, in my opinion, gives the legatees nothing. It is an agreement between the legatees that the will of Miss Watherston should be construed in a certain manner, but the foundation of any legatee's right is the testamentary bequest made by Miss Watherston. The legacies were to be paid free of duty, and the duty payable is that which effeirs to the actual amount paid to the legatee. That duty must be paid by the trustees out of the other funds belonging to the estate. But on the amount so paid as duty the Crown cannot claim duty. This I think clear on the provisions of the Act of George III., referred to in the debate.

LORD MONCREIFF.—I am also of opinion that the Lord Ordinary's interlocutor should be recalled. With regard to the only legatees with whom we have to deal, I am of opinion that they take under the will of Miss Watherston. They have agreed to treat that as a valid will, but to the effect of only getting one-half of what the will gave them. They have agreed to accept half the legacies which they are left by the will, and that is the only alteration which is made by this agreement or compromise upon the will itself. Now, the Crown contends that sect. 23 applies to the case, and only sect. 23. In my opinion both sects. 21 and 23 apply. Sect. 23, as I read it, does not add to the Crown's powers or rights in any way; it restricts them. It is a provision in favour of the legatee, and in a case where the legatee does not receive the full sum bequeathed to him, or where he agrees to accept a smaller sum, the Crown is precluded by the terms of the 23rd section from claiming duty upon the full sum named in the will, and that I take to be the sole meaning and effect of the 23rd section. Accordingly, in the present case, on the one hand the Crown is barred by the 23rd section from claiming duty upon any larger sum than those legacies which are received under this will, and on the other hand they are precluded by the 21st section from claiming duty upon the legacy-duty which is to be paid in pursuance of the directions in the will upon those reduced sums.

THE COURT recalled the interlocutor reclaimed against, and in respect of defenders' tender, dismissed the action, with expenses to the defenders.

## FIRST DIVISION.

March 20, 1901.

UNION BANK OF SCOTLAND, LIMITED, Appellant.—*Dundas, K.C.*—*Pitman.*INLAND REVENUE, Respondents.—*Jameson, K.C.*—*A. J. Young.*

3 Fraser (Court of Session, 5th Series), 771-775.

*Revenue—Inhabited House Duty—Different tenements occupied solely for business—The Customs and Inland Revenue Act, 1878 (41 Vict. c. 15), s. 13, sub-ss. 1, 2.*

The Customs and Inland Revenue Act, 1878, enacts, sect. 13, sub-sect. (1)—“Where any house being one property shall be divided into and let in different tenements, and any of such tenements are occupied solely for the purposes of any trade or business. . . . the Commissioners may give relief from duty. (2) Every house or tenement which is occupied solely for the purposes of any trade or business, or of any profession or calling by which the occupier seeks a livelihood or profit, shall be exempted from the duties [on inhabited houses] by the said Commissioners upon proof of the facts to their satisfaction, and their exemption shall take effect although a servant or other person may dwell in such house or tenement for the protection thereof.”

A house of four storeys owned by a bank was occupied as follows:—The first floor by a firm of writers to whom it was let, and the other three floors by the bank, the ground floor being used as the offices of the bank and the second floor as the official residence of the bank accountant. Access to all the floors from the street was by a door which opened into a vestibule. In the vestibule there was a door to the bank office, a front stair leading to the first floor, and a door to a passage leading to the bank-agent's room and to a back stair, which was the access to the second floor. There was a door between the two stairs which was kept locked. The first and second floors were each shut off from the staircase by outer doors on the landings. From the bank-agent's house on the second floor there was a bolt in connection with the lock of the safe in the bank office.

The whole house, with the exception of the first floor, having been assessed for Inhabited House Duty, the bank appealed, and maintained that the ground floor being occupied solely for the business of banking was entitled to exemption. *Held*, on the facts, that there were such means of internal communication and such structural connection between the bank offices and the house of the agent, and also such identity of occupation, that the bank premises could not be regarded as a separate tenement in the sense of sect. 13 of the Customs and Inland Revenue Act, 1878.

THE UNION BANK OF SCOTLAND appealed to the Commissioners for the general purposes of the Income-Tax and Inhabited House Duty Acts against an assessment made upon them for Inhabited House Duty for the year 1900-1 on 70*l.*, the annual value of bank and house situated in English Street, Dumfries, of which they were proprietors.

The following were the facts as found or admitted:—

“(2) The whole premises are under one roof. These premises consist of four floors (viz., sunk, ground, first, and second floors). Of these the second and ground floors and the whole of the sunk floor, with the exception of a store, which form the subjects of appeal, are occupied by the proprietors, *i.e.* the bank, while the first floor and a store on the sunk floor are let to and occupied by a firm of solicitors, all in manner after described:—

“(1) Access to the ground floor from English Street is obtained by the front door of the building. This door opens into a vestibule. From this vestibule a stair, afterwards called the front stair, leads to the first floor of the building, a door opens into the telling-room of the bank, and another door opens into a passage from which access is obtained (a) to the agent's room; (b) to a washing-house; (c) to the stair connecting the ground and sunk floors; (d) to the back stair which connects the ground and second floors; and (e) to the back doors of the building. The bank safes are situated between the agent's room and the telling-room, and there is a door forming a direct access between those two rooms.

“(2) The second floor wholly consists of a dwelling-house occupied by the bank accountant *ex officio*. From this dwelling-house a door opens on to the back stair, which forms the communication to the ground floor. This stair gives access to the second floor only. From the bank accountant's house on this floor there is a bolt in connection with the lock of the bank safe for the cash, which bolt controls the opening of the safe.

“(3) The sunk floor consists of (a) a store-room used in connection with the bank offices; (b) a coal-cellar; (c) a wood-cellar; (d) a small cellar not assigned to any special use, and (e) a store-room used by a firm of solicitors who are tenants of the office on the first floor.

“(4) The washing-house upon the ground floor is used by the accountant as part of the premises occupied by him *ex officio* as his dwelling-house, and he has, along with the bank, the joint use of the coal-cellar and the wood-cellar on the sunk floor.

“(5) The whole of the first floor (with the exception of the space occupied by the back stair leading from the ground floor to the second floor) is let as an office to and is occupied by a firm of solicitors. From this floor a door opens on to the front stair, which forms the access to the vestibule on the ground floor. This stair gives access to the first floor only, and the occupiers of the office on that floor have the exclusive use of it. Half-way up this stair there is a door communicating with the back stair, but it has been kept locked continuously for the last two years, *i.e.*, since the first floor ceased to be occupied by the former agent of the bank. Inhabited House Duty has not been charged on the rent of the first floor since it has been separately let as an office.”

“After hearing parties, the Commissioners were unanimously of opinion that the assessment had been properly made on the subjects entered in the Valuation-roll as ‘bank and house’ of the annual value of 70*l.*, and dismissed the appeal.”

The Union Bank required the Commissioners to state a case, which they did, setting forth the facts given above.

Argued for the Union Bank:—The premises occupied for the business purposes of the bank were exempted from duty because they were occupied solely for the purposes of business. The view that the occupation of subjects, rather than their physical structure, was the proper test of liability was not excluded by the case of *Grant v. Langston*, (June 24, 1896) 25 *Rettie*, 1040, (May 28, 1900) 2 F. (H.L.) 49. It was the true test, the actual separate and exclusive use made of a subject being of more importance than its construction. Taking, however, in combination the structural test and the occupation, there was here a separate tenement. There was



nothing either legally or physically to prevent a separate let of the second floor, or of the ground floor, just as in fact there was a separate let of the first floor. Each was in fact a separate tenement. There was nothing to take the subjects out of the definition of "tenement" of the Lord President (Inglist) in the case of *Russell v. Coutts*, (Dec. 14, 1881) 9 Rettie, 261, at p. 265. *Corke v. Brims*, (July 7, 1883) 10 Rettie, 1128, was no doubt under sub-sect. 1 of section 13, but the circumstances were very similar to those of the present case. There was certainly no greater physical separation there than here. In *Smiles v. Crook*, (March 6, 1886) 13 Rettie, 730, there was less.

Argued for the Inland Revenue:—The present case was different from *Grant v. Langston*, (June 24, 1898) 25 Rettie, 1040, (May 28, 1900) 2 F. (H.L.) 49, in that here there was not only internal communication, but also a direct business connection. On the facts—and it was really a question of fact—it was clear that there was at once unity of building and identity of occupation. There were not here two separate tenements according to the definition of tenement by the Lord President (Inglist) in *Russell v. Coutts*, (Dec. 14, 1881) 9 Rettie, 261, at p. 265, a definition which had been approved by the House of Lords in *Grant v. Langston*. The agent was not a casual tenant, but was where he was just because of his connection with the bank, for its protection and convenience. *Corke v. Brims*, (July 7, 1883) 10 Rettie, 1128, was a decision on sub-sect. 1 of sect. 13, and did not apply. Subjects very like those in question had been frequently refused exemption: *Clerk v. British Linen Co.*, (June 17, 1885) 12 Rettie, 1133; *Campbell v. Inland Revenue*, (Feb. 21, 1880) 7 Rettie, 579. There must be complete structural severance: *Chapman v. Royal Bank of Scotland*, (1881) 7 Q. B. D. 136.

At advising,—

**LORD M'LAREN.**—In this case the Union Bank appeals against an assessment for Inhabited House Duty in respect of premises occupied by the bank in English Street, Dumfries. The whole premises are under one roof, and they consist of a tenement, a ground floor, and first and second floors. The first floor is let to a firm of solicitors as writing chambers, and duty is not claimed by the Crown as upon this floor. The rest of the building is occupied by the proprietors, the Union Bank of Scotland, the ground floor being the bank office where its business is transacted, and the second floor being the official residence of the accountant of the bank.

Access to the various floors is provided by internal staircases. The bank apartments open separately into the lobby on the ground floor.

The first floor, as to which no claim is made, is shut off from the staircase by an outer door at the landing; and the second floor is also shut off from the staircase by an outer door. From the bank accountant's house on this floor there is a bolt in connection with the lock of the safe in the bank office, which controls the opening of the safe. These are the material facts as stated in the printed case.

The bank claims exemption from taxation for the premises occupied for the transaction of its business. The exemption is claimed, alternatively, under the 1st and 2nd sub-sections of sect. 13 of the Revenue Act, 1878 (41 & 42 Vict. c. 15).

I think it is sufficiently clear that in such a case no claim of exemption can be admitted under the terms of the 1st sub-section.

The condition of a claim under sub-sect. 1 is that "a house being one property shall be divided into and let in different tenements." Now, the only part of this bank property which is let is the first floor. It appears to me to fulfil the prescribed condition, but I do not express an unqualified opinion as to this, because the Crown has not made a claim.

No other part of the building is let; the bank accountant is not a tenant, but occupies the second floor as part of his emoluments, and presumably only while he continues in his employment. On this part of the argument I shall say no more, except to point out that in the case of *Grant v. Langston*, 2 F. (H.L.) 49, at p. 53, Lord Davey calls attention to this point and says—"Two conditions are required. It (the house) must be both divided into and also let in different tenements."

The effect of the 2nd sub-section calls for more careful consideration. It is in effect a general exemption of every house or tenement which is occupied solely for the purposes of any trade, business, profession, or calling, and then it is added that the exemption shall take effect although a servant or other person may dwell in such house or tenement for the protection thereof. In order that the bank may have the benefit of this exemption it must be shewn that the part of the building which is appropriated to the purposes of its business is a "house or tenement" taken by itself, and independently of its physical connection with the part occupied as the accountant's house. In *Russell v. Coutts*, 9 Rettie, 261, at p. 265 (1 Tax Cases, 469), the Lord President said,—“With reference to a case of this nature, the word 'tenement' in the statute means part of a house so structurally divided and separated as to be capable of being a distinct property or a distinct subject of lease.” This definition was quoted with approval by two of the noble Lords who took part in the judgment in *Grant v. Langston*, 2 F. (H.L.) 49, at p. 53, and I accept it as an authorised exposition of the enactment. But then we have to determine on the facts of this case whether the bank premises are thus structurally divided and separated from the bank house occupied by the accountant. One element which has been considered important is wanting. The bank premises are not shut off by a separate main-door from the rest of the building. The telling-room and the manager's room each communicate directly with the lobby and staircase leading to other parts of the building, and in particular to the accountant's house. But, to my mind, the conclusive element is that there is not separate occupancy in any real sense. A residence is provided for the bank accountant, because it is considered inexpedient that the bank should be left unguarded, and this motive is very clearly traceable in the arrangement by which a bolt, passing right through the building from the bank safe, is controlled by the accountant from his sleeping apartment. This is structural connection; it is at least inconsistent with the notion of complete structural separation; and it is plain that while that connection exists the second floor could not be let to, or occupied by, a tenant who was not an officer of the bank.

Without going into farther detail on the facts of the case, my opinion is that there are such means of internal communication, and such structural connection between the apartments occupied directly by the bank and the apartments occupied by its accountant, and also such identity of occupation, as make it impossible to disassociate the two floors, and to treat the

business premises as a separate tenement in the sense of the 13th section of the Act of 1878.

The LORD PRESIDENT, LORD ADAM, and LORD KINNEAR concurred.

The COURT affirmed the determination of the Commissioners.

## SECOND DIVISION.

May 30, 1901.

THE STANDARD LIFE ASSURANCE COMPANY, Appellants.—  
*Dundas K.C.—Blackburn.*

J. ALLAN (Surveyor of Taxes), Respondent.—*Sol.-Gen. Dickson*  
—*Young.*

3 Fraser (Court of Session, 5th Series), 805-817.

*Revenue—Income-Tax—Revenue earned abroad—Constructive remittance—Income-Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100, Schedule D, Case iv.*

The Income-Tax Act, 1842, sect. 100, provides that the duty chargeable under Schedule D, case iv., in respect of interest from colonial or foreign securities, is to be computed on the sums "which have been or will be received in Great Britain."

Where interest derived from the foreign and colonial investments of a proprietary insurance company was not remitted home, but was retained in the countries where it was earned, and was invested or otherwise applied there, *held (diss. Lord Young)* that by being entered in the company's accounts, and taken into account in estimating the amount of profit to be divided by way of bonus, dividend, or otherwise, it was not constructively received in this country so as to be chargeable with duty under case iv. of Schedule D of the Act.

*Forbes v. Scottish Provident Institution*, (Dec. 17, 1895) 23 *Rettie*, 322, *followed*.

*Scottish Mortgage Co. of New Mexico v. Inland Revenue*, (Nov. 19, 1886) 14 *Rettie*, 98, *distinguished*.

*Gresham Life Assurance Society v. Bishop*, [1901] 1 K. B. 153, *disapproved*.

THE STANDARD LIFE ASSURANCE COMPANY appealed to the Commissioners of Income-Tax for the county of Midlothian, against an assessment under case iv., Schedule D, of the Income-Tax Acts,\* for the year 1899-1900, on the sum of 123,674*l.*, being the amount of interests accruing to them in Canada, India, Denmark, and Hungary, for the year ending 15th November, 1898, which, according to the company's

\* The Income-Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100, enacts,—“The duties hereby granted, contained in the Schedule marked D, shall be assessed and charged under the following rules:—

Schedule D, fourth case,—“The duty to be charged in respect of interest arising from securities in the British plantations in America, or in any other of Her Majesty's dominions out of Great Britain, and foreign securities, except such annuities, dividends, and shares as are directed to be charged under Schedule C of this Act.

“The duty to be charged in respect thereof shall be computed on a sum not less than the full amount of the sums (so far as the same can be computed) which have been or will be received in Great Britain in the current year, without any deduction or abatement.”

contention, were not received in this country. The interests actually accrued amounted to 136,841*l.* odd, from which for assessable purposes the sum of 13,167*l.* fell to be deducted, leaving the sum stated.

The Commissioners, except to the extent of a sum of 1962*l.* 10*s.* 5*d.* of bank-deposit interest received abroad, which they held did not come within the fourth case of Schedule D, dismissed the appeal.

The company obtained a case, from a joint minute of admissions in which the following facts appeared:—

“The Standard Life Assurance Company is a proprietary company, which commenced business in 1825, and was established in 1832 by the Act 2 Will. 4, c. 81. . . .

“3. . . . In addition to their business in the United Kingdom, the company carry on a large amount of life assurance business abroad, particularly in Canada, India, Denmark, and Hungary, and had during the year ending 15th November, 1898, investments of considerable amount in each of these four countries. Of said investments, the sum of 672,566*l.* 18*s.* 10*d.* in Canada, and 833*l.* 6*s.* 8*d.* in Hungary, was invested under the control of the respective government officials of said countries against the due fulfilment of the company's obligations there.

“4. The head office of the company is in Edinburgh. The supreme control of the management and administration of the company's affairs is vested in a board of directors there. The company have boards of directors, local managers, and offices in Montreal for Canada, Bombay and Calcutta for India, and Buda-Pesth for Hungary, with the power of accepting risks without reference to the board of directors at the company's head office in Edinburgh. All investments, however, must be referred to head office, and be sanctioned there before acceptance. In Copenhagen for Denmark there is an advisory board, offices, and local officials, but all business, whether as to lives or investments, must be referred to the head office in Edinburgh.”

Art. 5 stated that for the year ending 15th November, 1898, the interests earned in the said four countries amounted to 136,841*l.* 11*s.* 6*d.* Art. 8 set forth that this sum formed part of the “interests” entered in the revenue account of the company for the year ending at said date, as given up to the Board of Trade in terms of the Life Assurance Companies Act, 1876 (33 & 34 Vict. c. 61), s. 5. It appeared however (art. 7) that “no part of the said Canadian, Indian, Danish, and Hungarian receipts was remitted to the United Kingdom *in formâ specificâ*, during the year ending 15th November, 1898, the whole being retained in the countries where they arose, and so far as not required for meeting claims and other outgoings, invested or otherwise applied there.”

It was further stated:—“9. By virtue of the principles upon which life insurance companies are conducted, the whole finances, including both capital and income, of the Standard Company are annually concentrated in the revenue account, in which is entered everything received and everything paid by the company. In this account and in point of fact there is no discrimination between the Standard Company's income and the company's capital. When the directors of the company have any payments to make they are entitled to make them out of the first and readiest moneys which may come into their hands belonging to the company. . . . During the year

ending 15th November, 1898, the directors of the Standard Company paid all their liabilities in the United Kingdom out of the funds in the United Kingdom at their disposal. It was unnecessary to draw upon the foreign receipts for this purpose, and as a matter of fact they did not do so.

"10. As appears from said revenue account, the company's common fund amounted as at 16th November, 1897, to 8,665,384*l.* 1*s.* 1*d.*, and at 15th November, 1898, it had increased to 8,989,724*l.* 11*s.* 2*d.*, the difference (324,339*l.* 16*s.* 1*d.*) being excess of receipts over claims and expenses. This excess or surplus arising annually is (less such balance as may be added to reserve, or carried forward or otherwise kept undivided) finally divisible quinquennially (a) amongst those policy-holders entitled to bonuses, and (b) amongst the company's shareholders.

"11. . . . The last quinquennial investigation took place as at 15th November, 1895, and the next will take place as at 15th November, 1900. At these quinquennial investigations stock is taken of the company's assets and liabilities. From the sum total of the funds and investments is deducted the amount of the company's net liability (actuarially ascertained) upon the assurance and annuity contracts, and the liability to the shareholders for paid-up capital and reserve. The difference of the sum by which the former exceeds the latter represents the profits of the quinquennium. The profits of the quinquennium 1890-5, so far as not added to reserve, carried forward, or otherwise kept undivided, were, after the completion of the investigation, mainly distributed by way of bonuses, then declared upon policies, and to a much less extent by way of the dividend paid to the shareholders of the company for each of the succeeding five years, including the year ending 15th November, 1898. In addition to the distribution of profits or surplus made at the end of each quinquennium, the company find it necessary in a measure to anticipate the results of the quinquennium, and they are in use, as circumstances shew prudent, to allow bonuses during the intermediate years both to parties entitled to policies which have matured and become claims in the interim, and also to their shareholders. In this way intermediate bonuses were paid upon policies which had become claims, and a bonus was paid to the company's shareholders for the year ending 15th November, 1898."

It was further admitted that the making of investments and the earning of interest were necessary parts of the ordinary business of the Standard Life Insurance Company, and the investments that that company had abroad during the year ending 15th November, 1898, and the foreign interest earned by it specified in the fifth article of the preceding joint minute of admissions, were respectively made and earned by the company in the ordinary course of its business and as a necessary part thereof. The foreign interest is regularly included in the company's annual revenue account as a distinct source of income, and was duly taken into account in arriving at the amount of the profit earned by the company available for distribution by way of bonus, or dividend, or otherwise as set forth in the tenth and eleventh articles of the said joint minute.

Argued for the appellants:—The case was indistinguishable from the case of *Forbes v. Scottish Provident Institution*, (Dec. 17, 1895) 23 *Bettie*, 322, which decided that where, as here, interest was not remitted home, but was retained abroad and used there, merely bringing it into account in this country did not subject it to duty under case 4 of Schedule B. The only dis-

inction between the cases was that in the one case it was a mutual, and in the other a proprietary company, a distinction which, in a question as to the liability to duty on interest earned, was immaterial. Before there was liability there must be remittance or its equivalent. An example of the latter was *Scottish Mortgage and Land Investment Company of New Mexico v. Commissioners of Inland Revenue*, (Nov. 19, 1886) 14 *Bettie*, 98, which was a case of true constructive remittance, in no way conflicting with the case of *Forbes*, and indirectly a strong authority in favour of the appellants. The course adopted with regard to the foreign interest in that case was an expedient to save the trouble and expense of remitting it from abroad. Capital sums raised on debenture in this country were used for payment of dividends in place of the interest earned abroad. Unless these payments out of capital had been a proper *surrogatum* for the interest earned abroad they could not legally have been made. It was only this expedient that enabled the interest to remain abroad, and accordingly, though not remitted *in formâ specificâ*, it was held to have been remitted constructively. These were both cases decided on a consideration of case 4 of Schedule D, and direct authorities here. There were decisions arising out of case 5 of Schedule D which supported the same view: *Bartholomay Brewing Company (of Rochester) v. Wyatt and Noble Dynamite Trust Company v. Wyatt*, reported together, [1893] 2 Q. B. 499; *Colquhoun v. Brooks*, (1889) 14 App. Cas. 493 (Lord Herschell, p. 510, and Lord Macnaghten, p. 515). As against these cases there were only the English cases quoted by the respondent, which turned not on case 4 but on case 1 of the schedule, and therefore did not apply. Further, the case of *Gresham Life Assurance Society v. Bishop*, [1901] 1 K. B. 153, which was mainly relied on, proceeded on an erroneous conception of the decisions in the cases of *Forbes* and *Scottish Mortgage Company*, which it professed to follow, and in any event could not stand against these cases.

The appellants stated further that they desired to reserve their right to maintain in a higher Court the argument rejected by the Court of Appeal in England in the case of the *Clerical Medical and General Life Assurance Society v. Carter*, 22 Q. B. D. 444, and by the First Division of the Court of Session in Scotland in the case of the *Scottish Mortgage Company*, to the effect that where the earning of interest is a necessary part of the business of a company, such interest does not fall to be assessed under case 4, but under case 1 of Schedule D.

Argued for the respondent:—The case of *Gresham* was indistinguishable from and proceeded on a consideration of all the authorities quoted in the present case. It did not follow the case of *Forbes*, but was the independent decision of the English Judges, which they said was also the view of the Scotch Judges in *Forbes*. This was a single business conducted and managed by a home office. Everything in the revenue account was either capital or income, and interest must be income. No disposal of profits was possible except on the authority of the home office. In these circumstances investments made abroad with revenue earned abroad were just equivalent to sending money home and sending it out again. No doubt it was not sent home *in formâ specificâ*, but taking it into account was sufficient, if taken in so as to bring out the amount dealt with. It was paid to the company in this country when it was dealt with according to its orders. It was not necessary that the money should be actually received in this country. It was taken into account in

estimating, and went to swell the amount of, the profits, and the question whether income tax was exigible or not could not depend on how the profits were afterwards disposed of. What was paid in dividends and bonuses was swelled by these foreign interests, and having been so taken into account and dealt with they must be held to have been remitted home. This case was on all-fours with the *Scottish Mortgage Company*. The case of *Forbes* was not applicable to the case of a proprietary company carrying on business in the countries where its funds were invested. It was a case of a mutual insurance company, with no shareholders, carrying on business only in the United Kingdom. In that case the ground of decision was that the money, although brought into account, was not so brought in order to strike a balance, as here, for the purpose of paying bonuses and dividends.

The respondent also made reference to the following cases:—*Universal Life Assurance v. Bishop*, (1899) 4 Tax Cases, 189; *Norwich Union Fire Insurance Company v. Magee*, (1896) 3 Tax Cases, 457; *Apthorpe v. Peter Schoenhofen Brewing Company*, (1899) 4 Tax Cases, 41; *St. Louis Breweries v. Apthorpe*, (1898) 4 Tax Cases, 111; *Frank Jones Brewing Company v. Apthorpe*, (1898) 4 Tax Cases, 6.

At advising,—

**LORD JUSTICE-CLERK.**—The controversy here between the Standard Life Assurance Company and the Inland Revenue, which we are called upon to decide, arises under Schedule D, case 4, of sect. 100 of the Income-Tax Act of 1842, which relates to the duty to be charged in respect of interest arising from foreign securities which is to “be computed on a sum not less than the full amount of the sums (so far as the same can be computed) which have been or will be received in Great Britain in the current year, without any deduction or abatement.” The whole question turns on the words “which have been or will be received in Great Britain.” The facts, as stated in the case, are that the appellants had in foreign countries and in India large sums invested under the control of the Government officials of these countries, as security for the due fulfilment of the appellants’ obligations in these countries. The question relates to the receipts from these investments in certain countries, and the case states that no part of these “was remitted to the United Kingdom *in formâ specificâ* during the year ending 15th November, 1898, the whole being retained in the countries where they arose, and so far as not required for meeting claims and other outgoings, invested or otherwise applied there.”

These sums entered the appellants’ revenue account for the year submitted to the Board of Trade under the Life Assurance Companies Act, and it is the annual practice to include these interests in the appellants’ revenue account, and they are taken into account in arriving at the amount of profit made by the company.

The directors of the appellants’ company paid all their liabilities in Great Britain out of funds in their hands in that country. No part of the proceeds of the foreign investments was applied for that purpose, or was distributed among the proprietors.

The real question in the case is whether the words of case 4 in Schedule D, “received in Great Britain,” apply to these proceeds. The respondent maintains that they do, they having entered the revenue accounts of the appellants, and that that

amounts to their having been received in this country. In support of this view, he appeals to the English decision in the case of *The Gresham Life Assurance Society v. Bishop*, and to the case of *The Scottish Mortgage Company of New Mexico v. The Inland Revenue Commissioners*. The latter of these two cases seems to me to be essentially distinguishable from the present case. In the *New Mexico* case the company saved the expense of the actual transmission of money—I do not mean in specie, but in the ordinary course of mercantile business from abroad—for the payment of dividends by the expedient of using capital sums raised on debenture loans in this country to pay the dividends, and using the profits in the foreign country instead of the debenture money for investment abroad. In that case plainly the interests earned in the foreign country were brought into account and applied in Great Britain. The company could not legally divide the debenture money as profits, and the investments made abroad were truly representative of the debenture money, and the debenture money applied in Great Britain was truly an application of the profits made abroad. Therefore that money was as truly “received in Great Britain” as if it had been remitted *in formâ specificâ*, or by the usual modes of transmission by which specie transmissions are avoided. But the “receiving in Great Britain” was indispensable. That case therefore does not in essential particulars resemble the case we are dealing with. The case of the *Gresham Assurance Society* has a much closer resemblance to the present. The learned Judges who decided it seem to have considered that the view they took in that case was supported in the case of *Forbes v. The Scottish Provident Institution*, decided in the First Division of this Court. I cannot agree with that view. The case of *Forbes* seems to me to be in direct conflict with the decision in the case of *Gresham*, and, if rightly decided, to rule the present case. The rubric of that case, which very correctly represents the decision given, is:—

“Where interest derived from the colonial investments of a society for mutual assurance was not remitted home, but was reinvested abroad, held that by being entered in the society’s accounts it was not constructively remitted to this country so as to be chargeable with duty under case 4 of Schedule D of the Income-Tax Act, 1842.”

That seems to be an exact description of the present case.

In that case, as in this case, the sums of profit made in the foreign country were entered in the company’s statement of affairs. The question is whether that fact alone, which, as the Lord President points out, is common to all business persons and companies having investments out of the kingdom, constitutes receiving of the sums in Great Britain—in other words, does information to the investment-holder that he has made that profit on his foreign investment *ipso facto* constitute a receiving of it here? I am of opinion that it was rightly held in the case of *Forbes* that it did not, and therefore that in this case, which seems to me to be practically identical with it, the decision of the Commissioners was wrong.

**LORD YOUNG.**—I agree with the opinion expressed by the Commissioners here, and think the appeal ought to be refused.

**LORD TRAYNER.**—I think the decision of the Commissioners is wrong. The duty for which that decision finds the appellants liable is a duty on interest arising from securities in His

Majesty's dominions out of Great Britain, and from foreign securities. But such interest is only liable for duty on the amount thereof "received in Great Britain," and it appears to me that no part of the interest on which duty is now claimed was ever received in Great Britain. The contrary is set forth in the seventh article of the case before us, where it is stated that no part of the interest in question was remitted to the United Kingdom, but was retained and applied in the country where it arose. I do not fail to notice that this statement is qualified by the expression that the interest was never remitted "in formâ specificâ," and that "the foreign interest is regularly included in the company's annual revenue account as a distinct source of income, and was duly taken into account in arriving at the amount of the profit earned by the company available for distribution by way of bonus or dividend," &c. These facts are not inconsistent with the fact that the interest was not received in Great Britain. I concede that, in order to make the foreign interest liable in duty, it is not necessary that it should be remitted "in formâ specificâ," if that means remitted in coin. Anything equivalent to money, or which can be turned into money, will do. Nothing of that kind occurred here. The only thing which was done was that the foreign branches reported so much interest earned and obtained, which appeared in the appellants' accounts as part of their assets. But that asset was kept where it was earned and got, and there applied. It was not needed for any disbursement (either in dividend or otherwise) which the appellants had to make in Great Britain, and in fact was not so applied (art. 9 of the case). In the words of the Lord President in *Forbes' case*, 23 Rettie, 327,— "There is nothing, as far as appears, done with the colonial interests in question except to leave them where they are." I cannot distinguish this case in principle from *Forbes' case*, and I am prepared now to repeat the decision there given.

I respectfully dissent from the judgment given in the case of *Graham*. I venture to think that there is no room for the view that the statute contemplates or provides for any "constructive" remittance. I think there is no remittance provided for except actual remittance—not necessarily money or coin, but of something equivalent in the market to money, and that can be turned into money. I cannot hold that a mere report by a foreign or colonial branch to the head office in Great Britain, that so much interest has been earned and is retained, is a remittance either constructive or real. In the decision in the case of *Graham* a reference is made to the case of *Scottish Mortgage Company of New Mexico*, decided in the First Division of this Court in 1886, as being a decision "exactly in point." I think, with great deference, that that is not so. In my view the two cases are essentially different. In the *New Mexico* case the facts were that the company had raised capital by debenture in this country, which they could not legally apply in payment of dividends, and which was intended for foreign investment; that at the same time they had interest earned abroad, which could be, and was at that time to be, applied in dividends in this country. But instead of sending the debenture capital abroad for investment and receiving the foreign interest at home for payment of dividends, they directed the holders of the foreign interest to invest it, and to that extent the capital at home would be retained and applied in payment of dividends. The one was the *surrogatum* for the other. In short, what the company did was this: they held the money in

their hands to be interest, and used it as such in Great Britain directing that an equivalent sum should be held abroad as capital, and used there as such. In this way the company did get money in this country out of foreign interest to pay their dividends, and did pay it. I think that case quite consistent with the case of *Forbes*. The facts are essentially different. But the facts in *Forbes' case* and the present case appear to me to be the same, and the result (as in *Forbes' case*) is that the foreign interests, "left where they are," are not liable in duty.

LORD MONCREIFF.—Although the statute which we have to interpret was passed in 1842, there are few decisions to guide us. Two Scottish and two English cases were chiefly relied on. The earlier in date of the Scottish cases, *The Scottish Mortgage Company of New Mexico v. M'Kelvie*, 14 Rettie, 98, is claimed by the Surveyor as an authority in his favour; the appellants, on the other hand, found on the later case of *Forbes v. Scottish Provident Institution*, 23 Rettie, 322.

The English decisions, both of which were decided within the last year, are *The Gresham Life Assurance Society v. Bishop*, and *The Universal Life Assurance Society v. Bishop*. They are both adverse to the appellants; but however worthy of respectful consideration they may be, they are not binding on us; and, moreover, they seem to a certain extent to have proceeded on a misapprehension of the decisions of this Court in the cases of *The Scottish Mortgage Company of New Mexico* and *Forbes*.

We have therefore to interpret the statute for ourselves, with the aid of such light as those decisions and the opinions of the learned Judges who decided them afford.

The Crown's claim is made under the 4th case, sect. 100, Schedule D, of the Statute of 1842. The duty to be charged on securities out of Great Britain is to be "computed on a sum not less than the full amount of the sums (so far as the same can be computed) which have been or will be received in Great Britain in the current year, without any deduction or abatement." The words to be construed are "which have been received in Great Britain." The words "or will be received" do not, in my opinion, affect the question. They simply provide for an estimate based upon the practice and requirements of the taxpayer, this being necessary because the return has to be made before the expiry of the financial year.

Parties are agreed on the facts of this case; and amongst the facts admitted are the following:—"First, that the whole of the interests earned abroad, amounting to 186,841l. 11s. 6d., were retained in the countries where they arose, and so far as not required for meeting claims and other outgoings, invested or otherwise applied there." Thus the interests in question were not remitted to or received in Great Britain during the year of assessment.

The second point (which is also a matter of admission) is that it was unnecessary to draw on the foreign receipts in question for the purpose of paying the company's liabilities or dividends and bonuses in the United Kingdom. The appellants had ample funds in this country which they were entitled to use for all these purposes.

In my opinion these facts are sufficient to exempt the interests in question from taxation under the 4th case, which, as I read it, requires that the interests to be taxed must either have been actually remitted to and received in Great Britain, or, according to the practice and requirements of the trader,

should have been remitted during the year of assessment. This view receives corroboration from the terms of the 108th section of the statute, which prescribes the places at which profits on foreign or colonial possessions or securities (taxed under the 5th case) which are "imported into Great Britain," are to be charged. Those words are used in the same sense as "received" in the 4th case.

It remains to consider the grounds on which the surveyor contends for a wider construction of the 4th case. Towards the close of his argument the learned Solicitor-General (unless I entirely misapprehend his answers to questions from the Bench) pleaded his case as high as this, that if a trader or investor in this country, to whom interest on foreign securities becomes due, sends directions to his agent abroad not to remit the interest to this country, but to invest it or pay debts with it abroad, or directs the debtor to pay the money into bank abroad, or indeed gives any directions for its disposal, such interest must be held to have been "received in Great Britain." I was at first surprised at the answer, because it appeared to leave no case to which the limiting words in the 4th case could apply; but I must assume that the Crown's argument required it.

Coming more closely to the facts of this case, the Crown's claim is mainly rested on this, that the interests accrued on foreign securities are regularly entered in the appellants' revenue account for the year, and go to swell the profits for the year, according to the amount of which the dividend and bonus for the year are fixed and paid. It is therefore argued that those interests, having been brought into account and constructively applied in payment of liabilities, or in payment of dividend and bonus, must be held to have been "received" in this country. The answer is that, although the interests on foreign securities are necessarily entered in the annual revenue account, and taken into consideration in ascertaining the amount of the profits and arranging for their division, they are not, in point of fact, remitted to and received in Great Britain, and they are not required for the discharge of any of the appellants' liabilities or purposes here. It appears from the 9th statement that the company are entitled to treat, and uniformly treat, capital and income on precisely the same footing, and to make any payments which they are required to make out of the first and readiest moneys which come into their hands. Besides, there is nothing in the case to shew that the income actually received in this country was not sufficient for all payments which required to be made here. Thus in no sense were the interests in question received in Great Britain, they were not remitted, and they were not required.

Reliance is placed on the fact that the supreme control and management of the company's affairs is vested in a board at Edinburgh. I fail to see the relevancy of this consideration. The statute assumes that the person entitled to the interest is resident in Great Britain; his liability depends on the interest reaching him there, and not upon the directions which he gives as to its application.

This brings me to *The Scottish Mortgage Company of New Mexico v. M'Kelvie*.

It is impossible to read the anxiously expressed opinion of the Lord President Inglis without seeing that he regarded it as a very special case. The business of the company was carried on by borrowing money in this country at low rates

and lending it on American securities at high rates, the profit consisting of the difference. The only money which was properly applicable to payment of dividends and liabilities in this country was the interest earned abroad upon foreign securities, which, accordingly, ought to have been regularly remitted to this country. Strictly speaking, the company had no right to apply the money which they borrowed in this country to those purposes; but, for the sake of convenience and to avoid trouble and expense, the company, instead of ordering all the interest to be sent home, and sending out all the borrowed money raised on debenture to be invested in America, retained out of the borrowed money a sum sufficient to pay all the working expenses in Great Britain, interest to debenture-holders and depositors, and a dividend, and directed an equivalent amount of the interest, which would otherwise have been remitted, to be retained abroad and invested. Thus one sum was set against the other, and formed a proper *surrogatum* for it. The Lord President concludes his opinion thus (14 Rettie, 102):—"So that, according to the way in which this company keeps its books, it has really converted a sum which was received in this country as capital into an equivalent for the interest upon the foreign securities, and it represents in their books interests upon these foreign securities. Now, in these circumstances, it appears to me quite impossible for the company to maintain that they have not received that interest. They have received it in this most proper sense of the term, that it enters their books in this country as such interest, and is paid away as such. I am therefore of opinion that the duty is rightly charged under the 4th case, and that the deliverance of the Commissioners ought to be affirmed."

The finding of the Commissioners, which the Court affirmed, was in these terms (14 Rettie, 100):—"19. The Commissioners found (1) that the profits of the company were of the nature described in the third clause, Schedule D, sect. 2, of 16 & 17 Vict. c. 34; (2) that the assessment fell to be imposed on the full amount of the sums which had been received in the United Kingdom in the year of assessment, and that, according to the rule in the 4th case, sect. 100, of 5 & 6 Vict. c. 35, duty was chargeable on the profits of the company, which had been brought into account in their books in Glasgow, in so far as such profits had been applied to the payment of interest, dividends, debit balance, and preliminary expenses, in respect that, by being so brought into account and applied, they must be held to have been received in this country in exchange for an equivalent sum raised in this country and invested abroad, but not upon the profits which had been carried forward, even although such profits had been brought into account in the books of the company at Glasgow, in respect that they had not yet been actually dealt with and applied as money received in this country."

The difference in the facts from those in the present case will at once be observed. Here it was not necessary that the interests should be remitted, and they were not dealt with as having been remitted, because there were ample funds which, according to the practice and powers of the company, they were in use legitimately to apply to all payments to be made in Great Britain or elsewhere. In my opinion, the true explanation of the judgment in *The Scottish Mortgage Company of New Mexico* is that it proceeded upon the footing of bar or estoppel. The funds raised in this country for the purpose of investments



abroad could not legally be applied in payment of debts and liabilities due in this country, and, therefore, the company could not be heard to plead that the interest which was entered in their books as having been received had not been remitted.

The material facts in *Forbes'* case were simply these: The directors had lent out considerable sums in Australia and elsewhere out of the United Kingdom. The interest derived from these loans in the year 1892 amounted to 90,359*l.* 8*s.* 9*d.* That interest was wholly deposited with the company's bankers in the country where it was collected; and not being required to meet charges against the common fund in the United Kingdom, it was not remitted to this country *in formâ specificâ*, but, in terms of the institution's power, it was lent out as opportunity offered in the name of the corporation. It formed part of the interest entered in the revenue account of the institution for the year ending 31st December, 1892, as given up to the Board of Trade in terms of the Life Assurance Companies Act, 1870 (33 & 34 Vict. c. 61), s. 5. No distribution of surplus took place in the year 1892, the last septennial investigation into the affairs of the institution having taken place in 1887, when, out of a surplus amounting to 1,051,035*l.* 8*s.*, 350,845*l.* had been retained, and 700,690*l.* apportioned among the participating members.

It was held that, upon these facts, the case for the Crown had failed. Lord President Robertson said (23 *Bettie*, 327):—"On the alternative argument on case 4 of Schedule D, I think the facts fail the Crown. There is nothing, as far as appears, done with the colonial interests in question except to leave them where they are. The phrase 'constructive remittance,' in the second query in these cases, is one which, if used at all, requires to be carefully guarded. As employed in the present argument, it would practically obliterate the limitation in the rule of case 4. Every man and every company having foreign or colonial investments of course knows of the interest arising from them, takes note of it, and enters it in any statement of affairs which may require to be made up. But this will never make the interest 'received in the United Kingdom.' The *New Mexican* case was totally different."

These words seem to me exactly to fit the present case. They have been interpreted by the respondent as meaning, merely, that all that was done in *Forbes'* case was that the interest entered the corporation's accounts. But that is not so, because it appears from the statement of admitted facts with reference to which the Lord President was speaking, that the interest was not only left abroad, but, as here, "was lent out as opportunity offered in name of the corporation."

The only difference that can be suggested is that, as there was no division of surplus during the year of assessment, the foreign interest had not been taken into consideration for the purpose of fixing the amount and division of profits. But that is surely not a material fact. The fact that the taxpayer takes note of the amount of interest received abroad in regulating his expenditure (whether in payment of dividend or otherwise) cannot affect the question, unless the interest either has been or should have been remitted in order to meet the expenditure.

I therefore regard the case of *Forbes* as an authority of our own Court in favour of the appellants.

The facts in the case of *Gresham* closely resemble those in the present case, as appears from the concise statement of them in the rubric:—"An insurance society carried on their business in

the United Kingdom, and, by means of local agents or managers, in foreign countries. The business was entire and indivisible, and was managed by a board of directors in London. The society possessed funds invested in foreign countries in which they did no business. The interest on these investments was either reinvested in those countries, remitted directly to other foreign countries for investment, or remitted to London. They also possessed funds invested in foreign countries in which they carried on business. The interest on these investments was either reinvested in those countries, applied in establishment and other charges in those countries, remitted direct to other foreign countries for investment or for the general purposes of the society, or remitted to London. Yearly accounts were prepared in which all the interest on investments in foreign countries was included, and out of the profits shewn by the accounts a dividend was paid yearly to the shareholders. The surplus funds of the society divisible as profits were ascertained by actuarial valuation once in three years, and all the interest on investments in foreign countries was included in the triennial account."

On these facts the Court of Appeal held that all the interest on foreign investments was received in the United Kingdom within the meaning of the 4th case. They did so on the ground that the terms of the statute were sufficiently satisfied by a receipt in account. All their Lordships held that the Scottish case, *The Scottish Mortgage Company of New Mexico*, was an authority directly in point, and they all agreed in distinguishing the case of *Forbes*. Speaking of the former case, the Master of the Rolls, after stating that in his judgment the true meaning of the 4th case was satisfied by a receipt in account, adds:—"And I think that is the reading of it arrived at by the Judges in the Scottish case—*Scottish Mortgage Company of New Mexico v. Inland Revenue Commissioners*. They did not put this in so many words, but they came to the conclusion in that case that there had been a receipt in account of foreign dividends, and they held, that being so, that the Crown was entitled to income tax upon the dividends so received." Lord Justice Collins is of the same opinion, and he further states that, as he reads the Lord President's opinion, the latter did not proceed on the footing that the corporation was barred from saying that the interest had not been received. Lord Justice Stirling is of the same opinion.

For reasons which I have already stated, I think their Lordships were mistaken as to the import of the decision in that case. No doubt it was decided that in that case the cross-entry in the corporation's books was equivalent to receipt of foreign interest; but that was solely on account of the peculiar circumstances of the case which I have described.

Then as to the decision in the case of *Forbes*, their Lordships all treated it as proceeding on the footing that there was nothing in the case except that the interest appeared in the annual account. But here again I think their Lordships were mistaken.

On the whole matter I am of opinion that the deliverance of the Commissioners, which I have no doubt was greatly influenced by the English cases, is in this respect erroneous.

THE COURT reversed the determination of the Commissioners and ordered the income-tax which had been paid in accordance with that determination to be refunded with interest at 4 per cent. from the date of payment till repaid.

## FIRST DIVISION.

June 4, 1901.

THE SCOTTISH PROVIDENT INSTITUTION (Appellants).—

*Dundas, K.C.—Blackburn.*JOHN ALLAN, Surveyor of Taxes (Respondent).—*Jameson, K.C.*—*A. J. Young.*

8 Fraser (Court of Session, 5th Series), 874–881.

*Revenue—Income-tax—Interest on colonial investments—Remittances not identified as capital—Income Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100, Schedule D, Case 4.*

A Scottish mutual life assurance society was assessed for income-tax upon, *inter alia*, three sums of 25,000*l.*, 28,000*l.*, and 5000*l.* remitted from Australia in 1898, on the ground that these sums were interest received in this country on investments in Australia. The Commissioners having sustained the assessments, the society obtained a case for appeal.

The case stated the following facts:—Between 1885 and 1890 the society remitted to their agent in Australia sums to be invested in specific loans agreed to by the society. After 1890 no further remittances were made from this country, but the whole interest on these loans, until 1898, was invested in Australia. Subsequently various sums were remitted to this country. At 31st December, 1898, the amount of loans in Australia exceeded the total capital sent out from this country for investment. Loans repaid and interest paid in Australia were credited to a general bank account in Australia, and remittances to Great Britain were made from the same account. The whole revenue of the society in Australia was derived from interest on loans. This interest, whether brought home or not, was regularly included in the society's annual revenue accounts as part of its income.

On 1st February, 1898, the society's Australian agent remitted the 25,000*l.*, with a letter stating that it was the amount of a loan repaid in 1891, and on 16th November, 1898, he remitted the 28,000*l.* as the amount of a loan repaid two days before. Both sums had been paid into the general bank account in Australia, and both remittances had been made from that account. The sum of 5000*l.* was remitted directly by the borrower in Australia to the society's office in London as a repayment of capital.

*Held* (1) that as the two loans of 25,000*l.* and 28,000*l.* had been imixed with the society's other funds, consisting of capital and interest, the remittances could not be identified as the return of capital sent from this country; (2) that as the total amount invested in Australia exceeded the amount sent out, it was to be presumed that in the ordinary course of business the sums remitted were from revenue, and not the return of capital sent from this country, and that as the revenue consisted entirely of interest, the assessment on these two sums was valid; but (3) that the 5000*l.* could not be regarded as interest, and was not liable to duty.

THE SCOTTISH PROVIDENT INSTITUTION was assessed, for the year 1899–1900, under Case 4 of Schedule D of the Income Tax Act, 1842,\* upon a sum of 217,350*l.*, received in the year 1898,

\* The Income-Tax Act, 1842 (5 & 6 Vict. c. 35), enacts:—

Section 100—“And be it enacted that the duties hereby granted contained in the schedule marked D shall be assessed under the following rules . . . :—Rules for ascertaining the said last mentioned duties in the particular cases herein mentioned. . . .

Fourth case—The duty to be charged in respect of interest arising from securities . . . in the British plantations in America, or in any other of Her Majesty's dominions out of Great

which (for convenience) was taken as the year of assessment. The tax was charged upon this sum, [in the view that it represented interest received in Great Britain from funds belonging to the Institution invested in Australia.

The assessment was sustained by the Commissioners, and the Institution obtained a case on appeal, the question at issue being whether the sum in question was interest upon the Australian investments or consisted of repayments of capital.

The following facts were set forth in the case:—

“The Scottish Provident Institution is a mutual life assurance society. It was established in the year 1837, and was incorporated in the year 1848 by its private Act, 11 & 12 Vict. c. 106. Its head office is in Edinburgh, and its ordinary management and administration are wholly vested in a board of directors established there. . . .

“The Scottish Provident Institution Act, 1884, empowered the directors to lend out the Institution's funds in various countries outwith the United Kingdom, and in 1885 they began to lend out sums of money in Australia, and have since invested large sums there. The Institution has representatives or attorneys in Melbourne charged with the management of the Australian investments. All proposed investments are submitted to the Institution's directors in Edinburgh, and made only if approved by them. Before 1885 the Institution had no funds in Australia, and it was consequently necessary to remit sums from this country for the purpose of meeting loans made there. All sums so remitted were against specific investments, and were so marked at the time. No sums were remitted from this country to Australia for investment after 1890. The interest accruing on the Australian investments prior to 1893 was not brought home, and the Institution's Melbourne representatives re-invested such interest in Australia as it fell due.

“The total amount sent out to Australia for investment in manner above mentioned up to 31st December, 1898, was . . .	£ 1,504,000
“The total amount of interest from funds there, after deducting all Australian expenses up to 31st December, 1898, was. . .	1,084,707
“Total amount sent out, with accumulated interest to 31st December, 1898 . . .	2,588,707
“Total remittances from Australia to 31st December, 1898 . . . . .	716,500
“Total funds remaining in Australia as at 31st December, 1898 . . . . .	1,822,207

“The total amount remitted from Australia is made up as follows:—

During the years					Total
1893	1895	1896	1897	1898	
£32,000	£115,000	£101,000	£251,150	£217,350	= £716,500

Britain and foreign securities, except such annuities, dividends, and shares as are directed to be charged under schedule C of this Act.

The duty to be charged in respect thereof shall be computed on a sum not less than the full amount of the sums (so far as the same can be computed) which have been or will be received in Great Britain in the current year, without any deduction or abatement.”



"It is upon the said sum of 217,350*l.* remitted during the year 1898 that the assessment the subject of appeal has been made.

"The following table shews certain sums remitted by the Institution to Australia against specific investments in manner previously mentioned, the dates of these remittances, the dates of repayment or part payment of said investments, and the dates and amounts of remittances from Australia during 1898 which go to make up said sum of 217,350*l.*, viz. :—

No.	Remittances for Investment.		Repayments of said Investments.		Remittances from Australia.	
	Date.	Amount.	Date.	Amount.	Date.	Amount.
	1886.	£	1891.	£	1898.	£
1	May 21	25,000	June 1	25,000	Feb. 1	25,000
2	Oct. 23	10,000	Oct. 14	10,000	Feb. 1	10,000
3	Aug. 5	25,000	Aug. 5	5,000	} Feb. 1	9,000
			1896.			
			Nov. 5	4,000		
	1888.		1894.		April 13	35,000
4	Jan. 19	100,000	July 25	25,991		
			1895.		May 17	20,850
			Jan. 21	39,859	Sept. 7	10,000
	1886.		1898.		May 12	5,000
3	Aug. 11	70,000	May 12	5,000		
			1897.		Sept. 7	37,500
6	April 15	57,500	Aug. 6	37,500		
	1880.		1898.		Sept. 7	7,500
7	April 30	100,000	April 30	25,000	Nov. 2	17,500
	1890.		1898.		Nov. 2	6,000
8	Sept. 22	30,000	Mar. 24	6,000		
	1887.		1896.		Nov. 2	6,000
9	June 23	6,000	Dec. 24	6,000		
	1888.		1898.		Nov. 16	28,000
10	Nov. 14	28,000	Nov. 14	28,000		
						£217,350

"When the repayments mentioned above (with the exception of No. 5) were received, they were paid into the bank account kept by the Institution's Australian representatives, which account would at the time contain other sums of money, which other sums may or may not have included interest earned in Australia, and, as will be seen from the above table, very considerable periods in some cases elapsed between the dates when the repayments were received in Australia, and the remittances home made which the Institution claims represent those repayments. In the cases where there were such considerable periods, fresh investments had been made by drawing upon the said bank account, and had been repaid. It was an instruction from the Institution to their Melbourne representatives that remittances home should be against sums sent from this country, and accompanying all the said remittances home, except No. 5, the said representatives sent letters, of which the following excerpt from the letter accompanying remittance No. 1 may be taken as a sample:—'For your guidance in dealing with the Inland Revenue department, the above amount represents proceeds of the draft for 25,000*l.*, drawn by the attorneys of the Institution on 21st May, 1886,'

and each letter is headed with the name of the particular borrower for whom the remittance from this country to the Institution's representatives or attorneys was originally sent . . . . With regard to No. 5 of the above table, the sum of 5000*l.*, in part repayment of the principal debt of 70,000*l.* was cabled direct by the borrower's solicitor in Australia to the Institution in London, and never passed through the Institution's Australian representatives' hands.

"The whole of the Institution's income in Australia has been, and is, interest arising from its securities there. This interest, whether brought home or not, was regularly included in the Institution's annual revenue accounts as part of its income, and so far as received or accrued up to 31st December, 1894, the date of the last septennial investigation, was duly taken into account in arriving at the surplus divisible among the members by way of bonus or otherwise. Interest received since 31st December, 1894, will contribute to the surplus to be dealt with at the next investigation."

The Institution contended that the whole amount brought home in 1893 represented capital; that this was plain in the case of No. 10 in the above table, where the sum paid into the Australian account was two days afterwards remitted home; that the fact that it had been lodged for this time in the Australian account did not destroy its identity as capital, and that the same principle applied where sums paid into the account in repayment of capital by the borrower remained for longer periods in the Australian account. They contended generally, "that so long as they had any funds in Australia which had originally been sent out from this country, and which, owing to the repayment of the original loan, were available, they were entitled to treat all remittances to this country as the return of funds originally sent out, and not as remittances of income earned in Australia. . . . The result of the contention of the Crown, if affirmed, would be, that unless the Institution were to withdraw all their funds from Australia they could never bring home the capital sums sent out from this country without paying income tax on them when received."

They further maintained, that in any event duty was not chargeable upon the 5000*l.* which was remitted direct to the London office in part repayment of the loan of 70,000*l.* (No. 5 of the table).

The Surveyor of Taxes contended that, as the sum still remaining in Australia in 1898 after the 217,350*l.* was remitted exceeded the amount sent there for investment, the whole of these remittances fell to be treated as interest collected in that and preceding years, and were liable to income-tax under the Fourth Case of Schedule D when received in the United Kingdom.

The undernoted authorities were cited:—

For the Appellants.—*Scottish Mortgage and Land Investment Company of New Mexico v. Inland Revenue*, (Nov. 19, 1886) 14 *Rettie*, 98; *Inland Revenue v. Scottish Provident Institution*, (Dec. 17, 1896) 23 *Rettie*, 322; *Colquhoun v. Brooks*, (1889) 14 *App. Cas.* 493.

For the Surveyor of Taxes.—*Leeds Benefit Building Society v. Mallandaine*, [1897] 2 *Q. B.* 402.

At advising,—

LORD PRESIDENT.—The question is whether the sum of 217,350*l.*, received by the Scottish Provident Institution in

the United Kingdom from Australia during the year ending 31st December, 1898, and for convenience taken as the year of assessment, should, upon the statements in the case, be regarded as consisting of capital of loans repaid, or of interest assessable in terms of the Fourth Case of Schedule D of the Act of 5 & 6 Vict. c. 35. This would seem *prima facie* to be a question of fact rather than of law, but our judgment upon it is asked, I suppose, upon the view that the proper inferences to be drawn from admitted facts may involve legal considerations.

[His Lordship here stated the facts, and proceeded:—]

It appears that a sum of 5000*l.* mentioned in the table, repaid by a borrower in Australia, and remitted to this country on 12th May, 1898, was not paid to the representatives of the Institution in Australia, but was cabled direct by the borrower's solicitor in Australia to the Institution in London. I am of opinion that this sum cannot be regarded as consisting of interest assessable in terms of the Fourth Case of Schedule D of the Act 5 & 6 Vict. c. 35, and consequently that the decision of the Commissioners is erroneous in so far as it is concerned. It never was immixed with the funds of the Institution in Australia, but was sent to this country by the borrower as and for payment of his capital debt.

The other sums set out in the table, which, along with the 5000*l.* just mentioned, make up the 217,350*l.*, appear to me to be in an essentially different position. The first of these sums may be taken as an example:—25,000*l.* was remitted from this country to Australia for investment on 21st May, 1886, that sum was repaid by the borrower in Australia on 1st June, 1891, and 25,000*l.* was remitted to this country by the Institution's representatives in Australia on 1st February, 1898. During the period of nearly seven years, throughout which the 25,000*l.* remained in Australia, after it was repaid by the borrower, and before the remittance was made, it was, as I understand, immixed with the funds of the Institution in Australia, having been paid into its bank account there—it is not stated in the case that the 25,000*l.* remitted to this country on 1st February, 1898, was in fact the 25,000*l.* repaid by the borrower nearly seven years before, and it appears to me that the statements in the case do not require or warrant the inference that it was so. In so far as inference from the facts stated is admissible, the natural and proper inference from the known course of business seems to me to be that the money remitted was the interest accruing from funds invested in Australia. In some of the other cases the remittance was made shortly after the repayment in Australia by the borrower, the most favourable case for the Institution being that of the 28,000*l.* which was remitted to Australia for investment on 14th November, 1888, and repaid by the borrower there on 14th November, 1898, while 28,000*l.* was remitted to this country by the Institution's representatives there on 16th November, 1898. Even that sum, however, was immixed with the funds of the Institution in Australia for two days, and no information is given in the case as to the state of the Institution's bank account in Australia, or as to the other operations upon it, at or about that time. In particular, it is not stated in the case that the 28,000*l.* was in fact the amount of the loan repaid on 14th November, 1898, and I am unable to find in the facts stated in the case any sufficient ground for drawing the inference that it was so.

With respect to the sums in the table other than the 5000*l.*

already mentioned, I am of opinion, upon the statements in the case, that the Commissioners were right in drawing the inference that they were, and in holding that they must be regarded as interest arising from securities in Australia received in this country during the year of assessment, not as capital sums withdrawn from investment in Australia and returned to this country. The interest was not kept separate from the other funds of the Institution in Australia, and so invested there as to preserve its identity as interest, and, in the absence of evidence to the contrary, it appears to me that the drafts upon the bank account for the purpose of making new investments should be presumed to have been upon the capital of loans repaid, the interest in natural course being forwarded to this country. If, in terms of the agreement with a borrower in Australia, the interest on his loan had been remitted by him to the Institution in this country, it would not, in my judgment, have been doubtful that it (the interest) was assessable to income tax here, and it does not appear to me to make any difference that, for the purposes of administration, the interest was paid to representatives of the Institution in Australia, by them lodged in bank there, and remittances, not proved to have been repayments of capital, made to this country. Further, I consider that money which was truly interest would not, for the purposes of the present question, cease to possess the character of interest by being invested by the Institution for a time on loan in Australia—on the contrary, I think that if and when the money so invested was repaid, remitted to, and received in this country, it would be chargeable with income tax here, as it was in fact interest of money invested in Australia.

The whole income of the Institution in Australia has consisted, and still consists, of interest arising from money invested there, and this interest, whether brought home or not, was, I understand, regularly and properly included in the annual revenue accounts of the Institution as part of its income, and so far as received or accrued up to 31st December, 1894, the date of the last septennial investigation, was taken into account as the surplus to be divided amongst the members by way of bonus or otherwise, while the interest received since 31st December, 1894, will form part of the surplus to be dealt with at the next investigation.

I am not leaving out of view the case of *The Inland Revenue v. The Scottish Provident Institution*, in which it was held that where interest derived from colonial investments was not remitted to this country, but was retained and reinvested in Australia, the mere fact of its being entered in the Institution's accounts did not constitute constructive remittance to this country so as to render the interest chargeable with duty under Case 4, Schedule D, of the Income-Tax Act, 1842. When, however, the question is, whether particular remittances, the real origin and character of which as capital or interest are not definitely established, should be regarded as consisting of capital or of interest, the fact that the amounts were entered in the accounts of the Institution and treated as income in this country may be admissible evidence upon that question. It further appears to me that, under the circumstances, indefinite remittances to this country must be presumed to consist of interest, not of capital, so long as the amount of capital remitted to Australia for investment still remains invested there.

For these reasons I am of opinion that the decision of the Commissioners is right, except as to the 5000*l.*

**LORD ADAM.**—I have had an opportunity of reading your Lordship's opinion, and I concur.

**LORD M'LAREN.** I also concur. I wish to say that I do not think that the sum of 5000*l.*, referred to in the concluding part of your Lordship's opinion, creates any embarrassment or any difficulty in dealing with this case from the point of view of principle, because if a colonial debtor pays up his loan direct to the company in this country that has lent him the money, then the company is only liable to pay income tax upon so much of the payment as consists of interest, but it pays nothing on the sum which he has remitted as capital. Now, in the present case, the sum remitted was only 5000*l.* out of a larger debt amounting, I think, to 70,000*l.*, and that was admitted to be a payment in reduction of capital, and therefore it is not subject to duty. But where a capitalist company, as in the present case, has invested large sums for a period of fifteen years in a colony, and has an agent employed not only to receive interest, but also to receive the capital of the investment when paid up and to reinvest it, then if unappropriated remittances are made to this country, I think everyone would agree that they must be dealt with according to the ordinary course of business, and these remittances must be presumed to be paid in the first place to account of interest, and in the second place to account of principal or capital. I think that rule results from the fact that no prudent man of business will encroach upon his capital for investment when he has income uninvested lying at his disposal.

But then these sums were appropriated, and the terms of the appropriation are a little curious, because we have the following statement in the case, consisting of an extract from a letter which is taken as an example, and the extract is this,—“For your guidance in dealing with the Inland Revenue department, the above amount represents proceeds of the draft for 25,000*l.*, drawn by” so and so, the intention being to represent that this is capital, or the proceeds of payments to account of capital, and not to account of income. I cannot think that in a question between the Crown and the subject the liability to duty is to be determined by a representation of that kind made by arrangement between the creditor and his agent for the purpose of enabling him or his agent to appropriate a payment in such a manner as to avoid payment of duty, the appropriation being contrary to what one would expect in the ordinary course of business. There may be cases, special cases, like the one which we have dealt with specially, and which are determined by the facts of the particular transaction, but I think the sound principle is the one announced in your Lordship's opinion, that the quality of the fund remitted, in the absence of evidence to the contrary, must be determined according to the ordinary course of business in dealing with uninvested funds.

**LORD KINNEAR.**—I also have had an opportunity of reading your Lordship's opinion, and I concur in it.

**THE COURT** pronounced this interlocutor (judgment):—“Affirm the determination of the Commissioners except to the extent of the tax upon 5000*l.* remitted direct by the borrower's

solicitor in Australia to the Institution in London in part repayment of a principal debt of 70,000*l.*: Order repayment of the tax upon this sum of 5000*l.*, with interest thereon at 4 per cent. per annum from the date of payment until repaid, and decern: Find the Surveyor of Taxes entitled to expenses, which modify to two-thirds, and remit,” &c.

### SCOTCH CASES UNDER THE WORKMEN'S COMPENSATION ACT, 1897.

May 18, 1899.

**JAMES MURNIN**, Appellant.—*Watt—Guy.*  
**ANDREW CALDERWOOD**, Respondent.—*Orr.*

1 Fraser (Court of Session, 5th Series), 862-864.

*Master and Servant—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 87), s. 7 (1)—Demolition of building—Use of machinery driven by steam.*

The Workmen's Compensation Act, 1897, sect. 7 (1), enacts,—“This Act shall apply only to employment . . . on or in or about a railway, factory, mine, quarry, or engineering work, and to employment . . . on, in, or about any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding, or being demolished, or on which machinery driven by steam, water, or other mechanical power is being used for the purpose of the construction, repair, or demolition thereof.”

*Held*, that the Act applies to employment about a building on which machinery driven by mechanical power is being used for the purpose of the demolition thereof, although the building does not exceed thirty feet in height.

*Mellor v. Tomkinson & Co.*, [1899] 1 Q. B. 374, *followed*.

**JAMES MURNIN**, labourer, claimed compensation under the Workmen's Compensation Act, 1897, from Andrew Calderwood, builder and contractor, Kilmarnock, in respect of injuries received by him while employed by Calderwood in demolishing a building.

The Sheriff-substitute (Hall) as arbiter rejected the claim, and at the request of the claimant stated a case, which contained the following statements:—“On 4th July, 1898, the pursuer was engaged, with other workmen in the defender's employment, in demolishing a wing of Elmbank House, Kilmarnock, which wing had formerly been occupied as a museum. A steam-crane was used to aid in the process of demolition. In the course of the operation the pursuer met with an accident, in consequence of which he sustained serious personal injury. Though before the process of demolition began Elmbank House had exceeded thirty feet in height, no part of it was, at the time of the accident, so high as thirty feet, and the said wing had never exceeded thirty feet in height.

“I decided, in respect that no part of the said Elmbank House at the time of the accident exceeded thirty feet in height, and that the work at which the pursuer was engaged was not an engineering work within the meaning of the Workmen's Compensation Act, 1897, that the pursuer's claim against the defender, under the said Act, was excluded by the terms of

sect. 7 thereof.\* I accordingly sustained the defences and dismissed the action."

The questions of law for the opinion of the Court were,—  
 "(1) Whether the pursuer is entitled to compensation from the defender for injuries sustained by him on the said building in course of demolition, that building being, at the date of the accident to the pursuer, under thirty feet in height, and the wing at which the accident took place never having exceeded thirty feet in height, although the main part of the building was beyond that height when the demolition began? and  
 (2) Whether the work on which the pursuer was engaged at the time of the accident was an engineering work within the meaning of the Workmen's Compensation Act, 1897, in respect that a steam-crane was being used in the demolition of the building?"

Argued for the appellant:—The arbiter had erred in his construction of sect. 7 (1). The antecedent to the words "or on which machinery driven by steam," &c. was the word building, and it did not matter whether the work was an engineering work or not, or whether the building was more than thirty feet in height or not: *Mellor v. Tomkinson & Co.*, [1899] 1 Q. B. 374. Here machinery driven by steam, to wit, the crane, was being used, and the Act therefore applied.

Argued for the respondent:—It was not maintained that the work was an engineering work. The question argued by the appellant was not the question determined by the arbiter. That question was, whether, in respect that the building did not at the time of the accident exceed thirty feet in height, though at one time it did so, the claim was excluded by sect. 7 (1), and his judgment on that question was right: *Billings v. Holloway*, [1899] 1 Q. B. 70. The Court should therefore answer the first question in the negative. The Court had no jurisdiction to consider any question other than the question determined by the arbitrator: *Durham v. Brown Brothers & Co., Limited*, (Dec. 13, 1898), 1 Fraser, 279, Lord President, at p. 283.

LORD PRESIDENT.—The Sheriff has decided that sect. 7 does not apply to the work in question "in respect that no part of the house at the time of the accident exceeded thirty feet in height, and that the work at which the pursuer was engaged was not an engineering work within the meaning" of the Act. Now, he so decides, although, as explained in the previous statement of facts, a steam-crane was used to aid in the process of demolition. Therefore, he thinks that the fact of a steam-crane being used does not bring the case within the section. I think that it does, and the decision of the Court of Appeal in *Mellor v. Tomkinson & Co.* is expressly to that effect. The words of Lord Justice A. L. Smith are,—“Therefore, if machinery driven by steam, water, or other mechanical power is being used for the purpose of the construction, repair, or demolition of the building, it need not exceed thirty feet in height,” and of course I add it need not be an engineering work. Accordingly, I think that the Sheriff's judgment is wrong, and must be recalled.

LORD ADAM, LORD M'LAREN, and LORD KINNEAR concurred.

THE COURT pronounced this interlocutor:—"Find in answer to the queries in the case that machinery driven by steam

\* Quoted in the rubric.

having been used for the demolition of the building, the claim is not excluded by the terms of the 7th section of the Workmen's Compensation Act, 1897: Recall the dismissal of the claim, and decern."

January 30, 1900.

MRS. JANE MALCOLM AND OTHERS, Pursuers (Appellants).—*Craigie*.—*Bartholomew*.

JAMES M'MILLAN, Defender (Respondent).—*Younger*.

2 Fraser (Court of Session, 5th Series), 525-533.

*Master and Servant—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), ss. 1, 4, 7,—“Employer”—“Undertaker.”*

*Held (diss. Lord Trayner)* that an employer who is not also an "undertaker" within the meaning of the Workmen's Compensation Act, 1897, is not liable in compensation under the Act.

A workman in the employment of the occupier of an ironfoundry was in the course of his employment; to do some work in the repair of a soap work, and while so engaged he fell from a scaffolding and was killed. His widow claimed compensation under the Workmen's Compensation Act, 1897, from her husband's employer, the ironfounder.

*Held*, that the ironfounder was not, with respect to the accident in question, an undertaker within the meaning of the Workmen's Compensation Act, and therefore (*diss. Lord Trayner*) that he was not liable to the claimant in compensation under the Act.\*

MRS. JANE MALCOLM, widow of William Malcolm, blacksmith, and their children, claimed compensation under the Workmen's Compensation Act, 1897, from James M'Millan, "ironfounder," and forger, Vulcan Ironworks, Port-Dundas, Glasgow, in respect of the death of William Malcolm.

The claim was referred to the arbitration of one of the Sheriffs-substitute at Glasgow (Strachan), who dismissed the application, and, at the instance of the claimants, stated a case for appeal.

The case set forth:—"That the deceased, who was a blacksmith or fitter, and at the time of his death had been in the employment of the respondent for forty years, was on 17th March, 1899, in the course of his employment as a workman to the respondent, engaged in the soap works of Messrs. Ogston & Tennant, Limited, Tennant Street, St. Rollox, Glasgow, repairing from a scaffolding certain steam-pipes connected with the soap vats, when he fell from the scaffolding to the ground and was killed."

The case further set forth that, in these circumstances, the Sheriff-substitute found:—" (1) That the defender was not liable as an employer, in respect that there is no liability in that capacity except in the cases specially provided for in the Act, and of which this is not one; (2) that the soap works of Messrs. Ogston & Tennant, Limited, is a factory within the meaning of the Workmen's Compensation Act, 1897; (3) that the occupants thereof were Ogston & Tennant, Limited; and (4) that the respondent was not an 'undertaker' as defined by sect. 7, sub-sect. 2, of said Act."

The questions of law were:—" (1) Was the respondent an undertaker within the meaning of the Workmen's Compensation

\* See on same point, *Francis v. Turner*, [1900] 1 Q. B. 478; *Barclay v. Osborne*, [1901] 3 Fraser, 436; *Wrightley v. Whittaker*, [1902] A. C. 299.—B. C.

tion Act, and as such liable in compensation to the appellants?

(3) Is the respondent, as the employer of the deceased, liable to the appellants in compensation under the Act?"

The appellants argued that the respondent was an undertaker in the sense of the Act, in the first place, because he was the occupier *pro tempore* of Ogston & Tennant's factory, which was a factory within the meaning of the Act; or otherwise, because he was the occupier of his own ironfoundry, which also was a factory in the sense of the Act, so that the deceased was injured in or about a "factory," viz., Ogston & Tennant's, when in the employment of an undertaker, viz., the respondent.

The argument on the question whether an employer who is not also an undertaker is liable under the Act, appears from the opinions.\*

\* The following sections of the Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), were referred to:—

Sect. 1. "(1) If in any employment to which this Act applies personal injury by accident arising out of and in course of the employment is caused to a workman, his employer shall, subject as hereinafter mentioned, be liable to pay compensation in accordance with the First Schedule to this Act.

"(2) Provided that—

"(a) The employer shall not be liable under this Act in respect of any injury which does not disable the workman for a period of at least two weeks from earning full wages at the work at which he was employed;

"(b) When the injury was caused by the personal negligence or wilful act of the employer, or of some person for whose act or default the employer is responsible, nothing in this Act shall affect any civil liability of the employer, but in that case the workman may, at his option, either claim compensation under this Act, or take the same proceedings as were open to him before the commencement of this Act; but the employer shall not be liable to pay compensation for injury to a workman by accident arising out of and in the course of the employment both independently of and also under this Act, and shall not be liable to any proceedings independently of this Act, except in case of such personal negligence or wilful act as aforesaid;

"(c) If it is proved that the injury to a workman is attributable to the serious and wilful misconduct of that workman, any compensation claimed in respect of that injury shall be disallowed.

"(3) If any question arises in any proceedings under this Act as to the liability to pay compensation under this Act (including any question as to whether the employment is one to which this Act applies), or as to the amount or duration of compensation under this Act, the question, if not settled by agreement, shall, subject to the provisions of the First Schedule to this Act, be settled by arbitration, in accordance with the Second Schedule to this Act.

"(4) If, within the time hereinafter in this Act limited for taking proceedings, an action is brought to recover damages independently of this Act for injury caused by any accident, and it is determined in such action that the injury is one for which the employer is not liable in such action, but that he would have been liable to pay compensation under the provisions of this Act, the action shall be disallowed; but the Court in which the action is tried shall, if the plaintiff shall so choose, proceed to assess such compensation, and shall be at liberty to deduct from such compensation all the costs which, in its judgment, have been caused by the plaintiff bringing the action instead of proceeding under this Act.

"In any proceeding under this sub-section, when the Court assesses the compensation it shall give a certificate of the compensation it has awarded and the direction it has given as to the deduction for costs, and such certificate shall have the force and effect of an award under this Act.

"(5) . . . ."

Sect. 4. "Where, in an employment to which this Act applies, the undertakers as hereinafter defined contract with any person for the execution by or under such contractor of any work, and the undertakers would, if such work were executed by workmen immediately employed by them, be liable to pay compensation under this Act to those workmen in respect of any accident arising out of and in the course of their employment, the undertakers shall be liable to pay to any workman employed in the execution of the work any compensa-

At advising.—

LORD JUSTICE-CLERK.—The important question in this case is the second question, for I cannot think it doubtful that the tradesman who was asked to send a workman to repair some pipes in the soap works of Messrs. Ogston & Tennant was not the "undertaker" in the sense of the Act. Therefore, unless he is liable as the deceased's employer, although not an undertaker, he cannot be liable at all.

The wording of the Act is such as certainly to create difficulty, but after much consideration I have been unable so to read it as to answer the second question in the affirmative. The Act cannot, I think, be held to refer to all employers. Its whole framework indicates that it was intended to be limited in its application to certain particular cases. The opening words of sects. 1 and 4, which are the principal enacting sections, speak distinctly of its limited character, the words being in the one case, "If in any employment to which this Act applies," and in the other, "Where in any employment to which this Act applies." It is therefore directly indicated that in some other part of the Act the employers to whom it does apply will be set forth, and I think it follows that when the words "employed," "employment," or "employer" are used in the Act, these words must be held to be applied only to the restricted class to which it may be found by the context that the Act is made applicable. Now, if the Act is searched for the purpose of finding what are the employments to which it applies, it will be found that only in sect. 7 is any indication given upon that matter. That clause begins thus:—This Act shall apply only

tion which is payable to the workman (whether under this Act or in respect of personal negligence or wilful act independently of this Act) by such contractor, or would be so payable if such contractor were an employer to whom this Act applies.

"Provided that the undertakers shall be entitled to be indemnified by any other person who would have been liable independently of this section.

"This section shall not apply to any contract with any person for the execution by or under such contractor of any work which is merely ancillary or incidental to, and is no part of, or process in, the trade or business carried on by such undertakers respectively."

Sect. 7. "(1) This Act shall apply only to employment by the undertakers as hereinafter defined on or in or about a railway, factory, mine, quarry, or engineering work, and to employment by the undertakers as hereinafter defined on, in, or about any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding, or being demolished, or on which machinery driven by steam, water, or other mechanical power, is being used for the purpose of the construction, repair, or demolition thereof."

"(2) In this Act," *inter alia*,

"'Factory' has the same meaning as in the Factory and Workshop Acts, 1878 to 1891, and also includes any dock, wharf, quay, warehouse, machinery, or plant, to which any provision of the Factory Acts is applied by the Factory and Workshop Act, 1895, and every laundry worked by steam, water, or other mechanical power."

"'Undertakers' in the case of a railway means the railway company; in the case of a factory, quarry, or laundry means the occupier thereof within the meaning of the Factory and Workshop Acts, 1878 to 1895; in the case of a mine means the owner thereof within the meaning of the Coal Mines Regulation Act, 1887, or the Metalliferous Mines Regulation Act, 1872, as the case may be, and in the case of an engineering work means the person undertaking the construction, alteration, or repair; and in the case of a building means the person undertaking the construction, repair, or demolition."

"'Employers' includes any body of persons corporate or unincorporate, and the legal personal representative of a deceased employer."

to employment by the undertakers as hereinafter defined in or about a railway, factory, &c., and "undertakers" is defined in a later part of the clause in regard to the different classes of works before referred to, the definition applicable to the present case being that the undertaker in the case of a factory means "the occupier thereof within the meaning of the Factory and Workshop Acts, 1878 to 1895." Taking this section alone, it appears to be very definite, and to limit the operation of the Act to employment by an undertaker as there defined, and to exclude all except such persons from its scope. It was maintained that the word "only" was not intended to limit the class to undertakers, but only to limit the liability incurred under the Act by those included in it. But it was well pointed out, if this were the restriction intended, and if it were only for the protection of undertakers, and if employers not being undertakers were intended to be made liable for compensation under the Act, then the liability of employers who were not undertakers as defined would extend to all kinds of work. It is impossible to suppose that this was the intention of the Act, and such a construction would be, in my opinion, a strained and not a natural construction.

The real difficulty of the case is created by the latter part of s. 4. By that clause it is intended where undertakers give out sub-contracts of portions of the work they are doing, to confer on any contractor's workman a right to obtain his compensation for an injury from the undertakers, and this whether the compensation be under the Act or be compensation in respect of any negligence or wilful fault by the contractor or those for whom he is responsible. The words are—[His Lordship read the section.] It is the words "under this Act" which create the difficulty, for they seem to imply that a sub-contractor who is not the undertaker may be liable under the Act. It is very difficult to find a meaning for these words where they occur, or to reconcile them with the rest of the statute. I will only say that if these words are to be read as meaning that the Act applies to any employer, and not to an undertaker being the employer as defined by the Act, a great part of the Act becomes in my view quite inexplicable.

I have therefore found it impossible to hold that it is a true reading of the statute that an employer can be liable under it to compensate a workman unless he be an undertaker, and as in this case the respondent was not an undertaker as defined by the Act, the Sheriff has rightly held that the petition should be dismissed, and that the questions put in the special case should be answered accordingly.

LORD YOUNG concurred.

LORD TRAYNER.—The second question put to us for determination in this case raises, in my opinion, a question of considerable importance. It is attended, in my mind, with difficulty, and before expressing my opinion upon it I desire to make one or two observations upon the Act under which the case is presented.

It appears to me that the primary purpose of the Workmen's Compensation Act was to provide that workmen who were injured accidentally in the course of their employment should be compensated therefor by their employers. By accidental injury I mean an injury arising from a cause which cannot be attributed to the fault of anyone. The difficulty is whether the Act has so provided.

The first clause of the Act provides that where "in any employment to which this Act applies" a workman receives personal injury by accident arising out of and in the course of the employment, his employer shall be liable in compensation, subject to certain conditions to which I need not here refer. On the other hand, sect. 7 of the Act provides,—“This Act shall apply only to employment by the undertakers as hereinafter defined,” &c., and an opinion has been expressed that the effect of that provision is to limit the application of the Act to employment by "undertakers" in the several employments enumerated in the seventh clause.

I cannot concur in that opinion. If that opinion is sound, then all the provisions in the Act in regard to the liability of employers as such are struck out of the Act, and what I regard as its primary purpose is defeated. It does not obviate the difficulty to say that "undertaker" may include employer, because even if that were so, the liability would be an "undertaker's" liability, not an employer's. But I cannot regard the words, "undertaker" and "employer" as synonymous, nor the one as included in the other. I think they represent persons standing to the workman in different relations; and that this is made tolerably clear by a consideration of the provisions of the Act. Take, for example, the second sub-section (b) of the first clause. It provides that the injured workman may, "at his option, either claim compensation under this Act, or take the same proceedings as were open to him before the commencement of this Act." What proceedings were open to a workman before the commencement of this Act against an "undertaker"? Take also clause 4, in which an "undertaker" is first mentioned. How can that clause be read consistently with the notion that employer and undertaker are the same, or that there is only liability on the one and not the other, when it provides for a right of relief at the instance of the undertaker against the employer? There is no difficulty in ascertaining who is the employer of a workman; there may be more in ascertaining who is the undertaker as defined by the Act. But, in my view, both are separately and independently dealt with by the Act. I have already pointed out in *M'Gregor v. Dansken*, (Feb. 3, 1899), 1 Fraser, 536, at p. 546, what I think was the class intended to be included in the word "undertaker," and the reason why, in my opinion, that class was put under liability by the statute. That opinion I have seen no reason to change. I accordingly am of opinion that both employer and undertaker have liability imposed upon them by the Act—not the same liability, for I think the employer's is, or may be, a more extended liability than an undertaker's, that is, may cover a greater number of cases and arise in many circumstances in which an undertaker would not be liable.

The opening words of the 7th clause, as I have indicated, create the difficulty, because they may be read (and have been so read) as excluding the application of the Act to anything but employment by an undertaker. I do not think that the difficulty is insuperable. On the contrary, I think (keeping the purpose of the Act in view) that it is possible to give all effect to sect. 7 and yet to retain clause 1 as an effectual provision. As thus: I read clause 7 not as relating to the immediate employment by an undertaker of workmen in certain enumerated occupations, but to the employment of workmen by their employers on behalf or in the interest of an undertaker in these occupations. That makes the undertaker immediately liable to



a workman in compensation for injury sustained by him in the course of such employment, it being a part of the undertaker's business that was being executed or carried on, with relief to the undertaker against the actual master or employer of the workman. That enables me to read clause 1 as imposing liability on the employer where no undertaker intervenes, but clause 1 only imposes liability on the employer when the employment is one "to which this Act applies." Now, I think the Act applies, or may reasonably be held to apply, to the dangerous occupations enumerated in clause 7. Accordingly, when a workman is accidentally injured in the course of his employment in any of the enumerated occupations, I think he has a claim for compensation either against his employer or the "undertaker" with whom the employer has contracted. I feel the difficulty of reaching this conclusion having regard to the language in which the 7th clause of the Act is expressed; and my view is open to criticism on that account. But the Act is a remedial one, and entitled to a liberal construction, and I prefer any construction which will make the remedy the Act was intended to provide available to a construction which would destroy it.

Turning now to the case before us, I think that the first question should be answered in the negative. I think that the respondent was not an undertaker in the sense of the Act. The second question I would answer in the affirmative. The respondent was the employer of the workman (represented by the appellants) who sustained personal injury which resulted in his death while in the course of his employment. The Sheriff-substitute holds that the respondent is not liable as employer because the employment was not one to which the Act applied. I suppose he would have decided otherwise if he had been of opinion that the employment was one within the provision of the Act. Now, I think that the employment in question is one to which the Act applies. The respondent is designed as an "ironfounder and forger, Vulcan Iron Works," and an iron foundry is a factory within the meaning of the Factory Acts. It does not appear to me material that the accident which caused the injury occurred outside of the respondent's own premises. The deceased was employed on those premises; they were the seat of his labour; and that he was sent outside of them to do work for and on the order of his employer does not make the employer's liability the less. The workman was still engaged "in the course of his employment."

In my view the Sheriff's judgment should be recalled, and the case remitted to him to find the respondent liable in compensation to the appellants and to fix the amount of such compensation. I am aware that this view is contrary to what has been decided by the English Court of Appeal in the case of *Francis v. Turner Brothers*, [1900] 1 Q. B. 478, a case in all its material features the same as this. The ground on which the decision in that case proceeded was that the injury to the workman had not been received on, in, or about a factory. Now, if there is no liability for accidental injury imposed on anyone but an "undertaker" as defined by sect. 7 of the Act, then the judgment of the English Court is right, because liability under that section is restricted to cases where the injury is sustained "on, in, or about a factory." But if employers are liable (as apart from "undertakers"), then I venture to think the judgment referred to is not sound. It was as employers,

not undertakers, that the defenders in *Turner's* case were sought to be made liable, and employers are made responsible by the Act for injury to a workman "arising out of and in the course of the employment," which was the fact in *Turner's* case as it is here. The restricting words "on, in, or about a factory" are used only with reference to undertakers.

**LORD MONCKIEFF.**—The first question of law does not present any difficulty, because the respondent was undoubtedly not an undertaker in the sense of the Workmen's Compensation Act. The undertakers were Ogston & Tennant, Limited, the occupiers of the factory, who are not parties to this case.

The second question, however, raises a point of difficulty and importance in the construction of the Workmen's Compensation Act, viz., whether the respondent is liable under the Act as the immediate employer of the deceased workman. It may be that it was intended that the Act should apply to all employers of labour whose workmen are employed and injured in the dangerous undertakings specified in the 7th section of the Act, whether the employers are the proprietors or occupiers of such works (styled "undertakers" in the statute), or sub-contractors, who take or send their workmen to the premises in order to execute a sub-contract therein.

But the Act is so framed that I find it impossible to give it that effect without doing undue violence to the language used.

The first and leading section of the statute is qualified by the words with which it commences,—“If in any employment to which this Act applies.” It is thus notified at the outset that the Act does not apply to all employments, and we are referred to some later part of the Act for a definition of the kind of employment to which the Act does apply.

The 4th section begins with the same words,—“Where in an employment to which this Act applies.”

The 7th section contains the only definition or limitation of the application of the Act. It commences with these comprehensive words,—“This Act shall apply only to employment by the undertakers as hereinafter defined,” and the word “undertakers” is confined in the case of a railway to a railway company; in the case of a factory, the occupier thereof within the meaning of the Factory and Workshop Acts, and so forth—definitions which exclude sub-contractors who contract for the execution of part of the work in such undertakings.

The meaning and scope of this definition appear very clearly if it is paraphrased so as to apply to the facts of the present case. Read thus, the 7th section enacts that “as regards factories this Act shall only apply to employment by the occupier of the factory”—a definition which excludes the respondent.

It has been suggested that the 7th section was introduced simply in order to limit the liability of undertakers. What seems to me to be a conclusive answer is that if this were so the liability under the Act of an employer who is not an undertaker would extend to all kinds of employment without restriction, and that is certainly not the intention of the Act.

The main difficulty arises from certain words which occur in the 4th section of the Act. From the rest of the Act so much is clear that “undertakers,” as defined in the 7th section, who are employers of labour, are liable under the Act to workmen immediately employed by them. The 4th section (which properly should have followed instead of preceding the 7th)

extends their liability to this extent, that if they give off any part of their business or work to be executed by a contractor, and in the course of the execution of the work one of the contractor's workmen sustains personal injury in the course of his employment, the "undertakers" are liable if called on by the injured workman to make him compensation although he was not directly employed by them. The compensation which in this case the undertakers are bound to pay is "any compensation which is payable to the workman (whether *under this Act* or in respect of personal negligence or wilful act independently of this Act) by such contractor, or would be so payable if such contractor were an employer to whom this Act applies." With the exception of the three words "under this Act" which I have italicised, this passage is quite intelligible. The compensation to be paid by the "undertakers" is such compensation as the contractor would have been bound to pay if he had been sued at common law or under the Employers Liability Act. So far there is no difficulty. Take next the concluding words, "or would be payable if such contractor were an employer to whom this Act applies." If these words were synonymous with "every employer of labour" they would be superfluous, because in the case provided for in the 4th section it is assumed that the contractor is the injured workman's employer. Therefore "an employer to whom this Act applies" (which it is assumed the contractor is not, the word "if" being used) is someone other than an ordinary employer. Where there is no sub-contract the undertaker is the employer, but if he is liable this is not merely because he is an employer, but because he is also an undertaker.

In the connection in which they occur, I confess that I am unable to assign a meaning to the words "under this Act" in sect. 4. I cannot find in any other part of the Act liability fixed upon an employer of labour who is not an undertaker. Besides, these words cannot stand alongside of the expression "if such contractor were an employer to whom this Act applies," which is superfluous and unmeaning if a contractor is liable as employer "under this Act."

In support of the appellant's view it was maintained that under this section the contractor is bound to indemnify the

"undertaker," and it was argued that this indicates that the contractor is necessarily liable under the Act. But I may point out that the Act does not say that in all cases the contractor shall indemnify the undertakers.

The 4th section contains this proviso,—“Provided that the undertaker shall be entitled to be indemnified by any other person” (not necessarily the contractor) “who would have been liable *independently of this section.*” This, the only express provision as to indemnification, seems to indicate that the contractor is not bound to indemnify the undertaker unless he would have been liable to compensate his workmen on some ground not contained in the 4th section. Now, as I have said, I see no ground except liability at common law or under the Employers Liability Act. No ground of liability is to be found in the rest of this Act.

Some confusion is caused by the use of the word "undertakers" in some parts of the Act and "employers" in others. The word "undertakers" is not, however, used in contradistinction to "employers to whom this Act applies"; on the contrary, I think the expressions are interchangeable.

I am therefore unable to hold that the respondent is liable as an employer. The Act may have been intended to reach such a case. But, on the other hand, it is at least equally possible (and this is my opinion) that it was only intended to throw liability, in the absence of fault, upon those large employers of labour for whose benefit and on whose premises the work is being done in the course of which injury is sustained by the workman; the scheme of the Act being that they shall be liable whether the workman is employed by themselves or (under sect. 4) by a contractor, but, in the latter case, with right to indemnification if the contractor himself is liable in respect of personal or imputed fault.

I would therefore answer both questions in the negative.

The Court pronounced this interlocutor:—"Having heard counsel for the parties on the stated case, answer the questions of law therein stated in the negative; therefore affirm the dismissal of the claim, and decern: Find the respondent entitled to his expenses of the stated case on appeal, and remit," &c.

THE NOTES OF CASES FOR THE VACATION, AS ANNOUNCED IN THE ISSUE OF 23RD AUGUST LAST, ARE NOW CONCLUDED.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

FRIDAY, October 24.

*Gerson v. Simpson.* Appeal from Jelf J. Dismissed.  
*Pedrette v. Portland Urban District Council.* Appeal from Bucknill J Part heard.

TUESDAY, October 28.

*Craig v. Harris.* Application for judgment. Allowed.  
*Crawley v. De Nevers.* Application for judgment or new trial. Dismissed.

WEDNESDAY, October 29.

*Musgrave v. Bentley,* Application for judgment or new trial. Dismissed.  
*Haley v. Smith and Others.* Application for judgment or new trial. Part heard.  
*Francois and Others v. Scottish Imperial Insurance Company.* Application for judgment or new trial. Part heard.

THURSDAY, October 30.

*Francois and Others v. Scottish Imperial Insurance Company.* Application for judgment or new trial. Dismissed.  
*Blake v. Hitchcock, Williams & Co.* Application for judgment or new trial. Dismissed.  
*Oates v. Thomas Tilling, Limited.* Application of defendants for judgment. Allowed.  
*Attorney-General v. Gas Light and Coke Company.* Application for judgment or new trial. Part heard.

**COURT II.**

FRIDAY, October 24.

*Alfin and Others v. Hewlett and Others.* Appeal from Joyce J. Dismissed by consent.  
*Woolfe v. Automatic Picture Gallery, Limited.* Appeal from Kekewich J. Part heard.

MONDAY, October 27.

*Woolfe v. Automatic Picture Gallery, Limited.* Appeal from Kekewich J. *Cur. adv. vult.*  
*In re Huatable.* *Huatable v. Crawford.* Appeal from Farwell J. Allowed.  
*In re Masterson.* *Trevanian v. Dumas.* Appeal from Byrne J. Dismissed.  
*Gair v. Tolhurst and Others.* Appeal from Kekewich J. Part heard.

TUESDAY, October 28.

*Gair v. Tolhurst and Others.* Appeal from Kekewich J. Allowed.  
*Wright v. Carter and Others.* Appeal from Kekewich J. Part heard

WEDNESDAY, October 29.

*In re Corporation of British Investors, Limited.* Appeal from Buckley J. Dismissed.

*In re Lawley. Zaiser v. Lawley.* Appeal from Joyce J. *Cur. adv. vult.*

THURSDAY, October 30.

*In re Lawley. Zaiser v. Lawley.* Appeal from Joyce J. Dismissed.  
*Wright v. Carter and Others.* Appeal from Kekewich J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. *ASHROFT v. ASHROFT AND ROBERTS.* Aug. 11.

*Husband and wife—Divorce—Decree nisi—Permanent maintenance of guilty wife by innocent husband, Order for—Discretion of Court—Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), s. 82.*

Under the discretionary powers given by sect. 82 of the Matrimonial Causes Act, 1857, the Court of Appeal (Vaughan Williams and Mathew L.J.J.) affirming Gorell Barnes J., ordered the husband, the petitioner in a divorce action in which his wife had been found guilty of adultery, to secure a weekly sum for his wife's maintenance during their joint lives and *dum casta vixerit*, as a condition for the decree *nisi* being made absolute, the wife having no means of subsistence and being unable through ill-health to earn her own living. There was no suggestion of misconduct on the part of the husband, and his sole income consisted of his earnings from a business.

*H. Newson*, for the husband.

*Barnard*, for the wife.

Solicitors: *Jaques & Co.*, for *W. & E. W. Bullen*, Liverpool; *J. Sykes*, for *Pennington & Higson*, Liverpool. G. I. F. C.

C. A. *CHUBB'S TRUSTEE v. MONTAGU HIBBARD & Co.* Aug. 11.

*Contempt of Court—Default in payment of money—Second attachment for same offence—Rearrest—Length of imprisonment—Jurisdiction—Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 4.*

Appeal by the defendant Hibbard against the order of Swinfen Eady J., *ante*, p. 160.

The question was whether the Court had jurisdiction to make an order giving leave to issue a second writ of attachment for the same offence, namely, default by a person acting

in a fiduciary capacity and ordered to pay by a Court of Equity: sect. 4, sub-sect. 3, of the Debtors Act, 1869.

*Bray, K.C.*, and *Eustace Smith*, for Hibbard.

*Micklem, K.C.*, and *E. Clayton*, for the plaintiff.

THE COURT (Vaughan Williams and Mathew L.J.J.) allowed the appeal, holding that the order of Swinfen Eady J. was irregular on the ground that the Court had no jurisdiction under the Act to make a second order for attachment of the debtor for the same offence, namely, contempt of Court in failing to comply with an order for payment; and also that any further imprisonment could not be for a longer period than twelve months from the date of the commencement of the original imprisonment, inclusive of the time the debtor was at liberty. Their Lordships, however, intimated but did not actually decide the point that Hibbard might, on a proper application, be rearrested under the original order for attachment.

Solicitors: *Dyson, Smith & Marchant; Edward Lee, Davis & Lee.* G. I. F. C.

C. A.

*In re MASTERSON.*

Oct. 27.

*TREVANION v. DUMAS.*

*Will—Construction—Substitutional gift—Gift to "A., his heirs or assigns"—Death of A. before testator—Intestacy.*

Appeal from the decision of Byrne J., [1901] W. N. 172.

A testatrix by her will, made in 1877, gave and devised all her real and personal estate in equal shares for life to her sister and brother, the share of each to revert to the last survivor of the two for life, and after their decease, after giving some legacies, the testatrix desired "the residue of my estate to be divided in equal shares between" A., "his heirs or assigns," B., "her heirs or assigns," and C., "her heirs or assigns." The testatrix died in 1900 possessed of personalty only.

The tenants for life, and A., B., and C., all died before the testatrix.

The question was, whether there was a substitutional gift to the next of kin of the residuary legatees respectively, or whether there was an intestacy as regarded the shares given to them. Byrne J., on the authority of *In re Walton's Estate*, (1856) 8 D. M. & G. 173, held that there was an intestacy. The next of kin of the residuary legatees appealed.

*Haldane, K.C.*, and *Methold*, for the appellants.

*Levett, K.C.*, and *Curtis Price*, for the executors; and

*Upjohn, K.C.*, and *Gatey*, for the next of kin of the testatrix, were not called upon.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. thought it impossible to arrive at any other conclusion than that the three residuary legatees were entitled to absolute interests.

STIRLING L.J. agreed. He would not say what the same words might mean in a different context.

COZENS-HARDY L.J. concurred.

Solicitors: *Foyer & Hordern; Kingsford & Dorman.*

W. L. C.

C. A. *In re HUXTABLE.* Oct. 27.  
**HUXTABLE v. CRAWFURD.**

*Will—Construction—Charitable legacy—Limited charitable purpose—Evidence—Admissibility.*

Appeal from the decision of Farwell J., [1902] 2 Ch. 214.  
 A testatrix by her will bequeathed the sum of 4000*l.* to the defendant Crawford "for the charitable purposes agreed upon between us." She died in 1901. The defendant deposed that about 1891 the testatrix verbally informed him of her intention to leave him a sum of 4000*l.*, the income of which he was, in the exercise of his discretion, to apply during his life for the relief of sick and necessitous persons being members of the Church of England, and also towards the support of charities connected with the Church of England, and that he was to dispose of the principal after his death as his own property.

The defendant did not claim any beneficial interest in the fund.

Farwell J. held that there was on the face of the will a gift for limited charitable purposes, and that evidence was admissible to shew what those purposes were; that on the evidence there was a good charitable bequest of the income of the fund during the life of the defendant, and that on his death the fund would fall into the residue.

The Attorney-General appealed.

*Sir R. B. Finlay, A.-G., and R. J. Parker, for the appellants.*  
*Butcher, K.C., and Christopher James, for the residuary legatees.*

*Ashworth James, for the defendant Crawford.*

*Errington, for the executors.*

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS L.J. regretted that he was unable to agree with the conclusion of Farwell J. His Lordship could not doubt that the affidavit of the defendant Crawford was admissible in evidence, but it was admissible only for the purpose of proving matters which were not defined by the will—*to shew what in fact were the charitable purposes agreed upon between the testatrix and Crawford, but not to shew what was the amount of the legacy. That amount, namely, 4000*l.*, was defined by the plain words of the will. By the affidavit the charitable purposes agreed upon were plainly defined, and so the affidavit was admissible. It went on to deal with other matters which were plainly dealt with by the will. The sum given by the will for the charitable purposes was 4000*l.*—not merely the income of 4000*l.* during a limited term. The effect of the statement in the affidavit, that only the income of the 4000*l.* during the life of Crawford was given to the charitable purposes, was to contradict the will as to the subject-matter of the gift. His Lordship would say nothing as to whether the will indicated a general charitable purpose, because by the will, supplemented by the affidavit, the charitable purpose was defined. The definition was amply sufficient to enable the Court to direct the purpose to be carried out, and to order a scheme to be settled, not limited to the income of the fund.*

STIRLING and COZENS-HARDY L.JJ. delivered judgment to the same effect.  
 Solicitors: *Solicitor to the Treasury; Clutton & Johnson; Waltons, Johnson, Bubb & Co.; Bridges, Sawtell & Co.*

W. L. C.

KING'S BENCH DIVISION.

K. B. D. Oct. 27.  
**GUARDIANS OF ORMSKIRK UNION, APPELANTS; GUARDIANS OF CHORLTON UNION, RESPONDENTS.**

*Pauper law—Settlement—Residence—"Hospital"—9 & 10 Vict. c. 66, s. 1—39 & 40 Vict. c. 61, s. 34.*

Special case.

The question for the opinion of the Court was whether a pauper, Harold Coxon, had acquired a legal settlement in the township of Maghull, in the appellant union, under the provisions of 9 & 10 Vict. c. 66, s. 1, and 39 & 40 Vict. c. 61, s. 34. The fact relied on by the respondent union as giving the pauper a settlement in the appellant union was that from 1893 to 1902 he had been an inmate of an institution called the Home for Epileptics at Maghull. 9 & 10 Vict. c. 66, s. 1, provides that the time during which a person shall be "confined . . . as a patient in a hospital" shall be excluded from the computation of the period of residence which renders a pauper irremovable.

For the respondents it was contended that the home in question was not a hospital within the above section. The home was established in 1888 by Henry Cox, deceased, of Liverpool, and was partially endowed by him with 2000*l.* It consisted of buildings and five acres of land farmed by the committee of the institution. It was supported by donations, annual subscriptions, and payments by patients, who were divided into three classes, paying respectively two guineas, one guinea, and 7*s.* 6*d.* a week. The pauper in question was in the last class. The object of the institution was the care and treatment of epileptic persons by means of hospital treatment combined with healthy outdoor life, regular habits, suitable employment, and recreation. On the 31st of December, 1901, there were 123 inmates, and the balance-sheet for 1901 shewed that 317*l.* was derived from eleemosynary contributions, and about 5000*l.* from the payments of patients. A medical staff, matrons, and nurses were attached to the home.

*T. F. Byrne, for the appellants.*

*Brooke Little, for the respondents.*

THE COURT (Lord Alverstone C.J., Wills and Channell JJ.) held that the home was a "hospital" within 9 & 10 Vict. c. 66, s. 1, and that the pauper had, therefore, not acquired a settlement in the appellant union.

*Appeal allowed.*

Solicitors for appellants: *Rowcliffes, Rawle & Co., for Alfred Dickinson, Ormskirk.*

Solicitors for respondents: *Gibson & Weldon, for J. H. Wild, Manchester.*  
 F. O. R.

K. B. D. Oct. 28.  
**BROOKS, APPELANT; MASON, RESPONDENT.**  
*Criminal law—Selling intoxicating liquors to children—Mens rea—Sale of liquors in vessels not properly sealed and corked—Intoxicating Liquors (Sale to Children) Act, 1901 (1 Edw. 7, c. 27), s. 2.*

Case stated by a metropolitan police magistrate.  
 The appellant was charged before the magistrate at the Clerkenwell Police Court with the offence of having unlawfully

and knowingly delivered to a child under fourteen intoxicating liquor, contrary to the provisions of the Intoxicating Liquors (Sale to Children) Act, 1901. By sect. 2 of that Act "every holder of a licence who knowingly sells or delivers . . . save at the residence or working place of the purchaser, any . . . intoxicating liquor to any person under the age of fourteen years for consumption by any person on or off the premises, excepting such intoxicating liquors as are sold or delivered in corked and sealed vessels in quantities not less than one reputed pint for consumption off the premises only, shall be liable to a penalty," &c. By sect. 5 the term "corked" means closed with a plug or stopper of any material, and the expression "sealed" means secured with any substance without the destruction of which the cork, plug, or stopper cannot be withdrawn.

It was proved before the magistrate that the appellant, who was the holder of a licence to sell beer by retail for consumption off the premises, delivered beer to a child under fourteen in a bottle supplied by the appellant and fitted with a stopper. Over the top of the stopper, from one side of the neck of the bottle to the other side, the appellant, before delivery, stuck a gummed label previously moistened by him. The child, who had been sent by its parents to fetch the beer, was stopped whilst returning by a police officer, who found that the label, though still wet, came off the bottle intact.

The magistrate found as facts that the bottle was properly corked, but that the label had not been secured with a substance without the destruction of which the stopper could not be withdrawn; that the appellant knew the child was under fourteen, but that when he delivered the bottle to the child he honestly believed that he had secured the stopper in conformity with the provisions of the Act. The magistrate convicted the appellant, and imposed a penalty. The question for the opinion of the Court was whether his decision was right in law.

*Danckwerts, K.C. (Bruce Williamson with him), for the appellant.*

*Craies (Horace Avory, K.C., with him), for the respondent.*

THE COURT (Lord Alverstone C.J., Wills and Channell JJ.) affirmed the conviction, holding that in sect. 2 of the Intoxicating Liquors (Sale to Children) Act, 1901, the word "knowingly" did not apply to the words "excepting such intoxicating liquors as are sold or delivered in corked or sealed vessels," &c.; that those words were by way of exception from the offence

created by the statute, constituting a defence, and that in order to make good that defence it was necessary that the defendant should prove that he had in fact delivered the intoxicating liquor in a bottle properly corked and sealed as required by the statute.

*Conviction affirmed.*

Solicitors for appellant: *Maitlands, Peckham & Co.*

Solicitors for respondent: *Wontner & Sons.*

W. A.

K. B. D.

McNAIR, APP.; CAVE, RESP.

Oct. 29.

*Adulteration—Sanitary inspector—Powers—Sample of milk procured outside inspector's district—Sale of Food and Drugs Act, 1879 (42 & 43 Vict. c. 30), s. 3.*

Case stated by a metropolitan magistrate.

The appellant was a sanitary inspector appointed for the city of Westminster. The respondent, a farmer in Derbyshire, had entered into a contract with a firm of dairymen in Westminster for the delivery to them at St. Pancras Station of a quantity of milk daily. The appellant, under the directions of the council of the city of Westminster and in pursuance of sect. 3 of the Sale of Food and Drugs Act, 1879, procured at St. Pancras Station a sample of milk from that supplied under the contract. The sample was analyzed by the public analyst for the city of Westminster, and was found to contain 21 per cent. of added water. An information was preferred against the respondent under sect. 6 of the Sale of Food and Drugs Act, 1875. For the respondent it was contended that the appellant had no power to procure a sample outside the district for which he was appointed, and that the analyst for Westminster had no power to analyze a sample so obtained, or to give a certificate which would be evidence, and that, the place of delivery under the contract being outside Westminster, the proceedings and certificate were nugatory and in violation of the Sale of Food and Drugs Acts. The magistrate upheld this contention, and dismissed the information on these grounds.

*Avory, K.C., and D. C. Bartley, for the appellant.*

*Morton Smith, for the respondent.*

THE COURT (Lord Alverstone C.J., Wills and Channell JJ.) affirmed the decision of the magistrate.

*Appeal dismissed.*

Solicitors for appellant: *Allen & Son.*

Solicitors for respondent: *J. B. Bicketts & Son.*

F. O. R.

**NOTICE TO SOLICITORS.**

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**RECORD OF BUSINESS.**

**COURT I.**

FRIDAY, October 31.

*Attorney-General v. Gas Light and Coke Company.* Application for judgment or new trial. Dismissed.  
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*Wickham v. Chester, Broome & Griffiths.* Application for judgment or new trial. Dismissed.  
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SATURDAY, November 1.

*Stuart v. Freeman.* Application for judgment or new trial. Part heard.

MONDAY, November 3.

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**COURT II.**

FRIDAY, October 31.

*In re a Debtor. Ex parte the Debtor, No. 563 of 1902.* Appeal from Mr. Registrar Brougham. Dismissed.

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*In re a Debtor. Ex parte the Debtor, No. 799 of 1902.* Appeal from Mr. Registrar Hope. Allowed.

*Wright v. Carter and Others.* Appeal from Kekewich J. Part heard.

MONDAY, November 3.

*Wright v. Carter and Others.* Appeal from Kekewich J. Part heard.

TUESDAY, November 4.

*Wright v. Carter and Others.* Appeal from Kekewich J. *Cur. adv. vult.*

*Bennett v. Stone.* Appeal from Buckley J. Part heard.

WEDNESDAY, November 5.

*Wright v. Carter and Others.* Appeal from Kekewich J. Order varied.

*S. Lyles v. F. Lyles.* Appeal from Gorell Barnes J. Allowed.

*In re Radford & Co. and Bright, Limited.* Appeal from Buckley J. Allowed.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

**Supreme Court of Judicature.**

**COURT OF APPEAL.**

C. A.

*In re* LAWLEY.  
 ZAISER v. LAWLEY.

Oct. 30.

*Power of appointment—General testamentary power—Exercise—*

*Covenant to exercise power by way of security for loan—Liability of appointed fund for debts.*

Appeal from a decision of Joyce J., [1902] 2 Ch. 673.

Lawley under the will of his mother had a general power to appoint by will a sum of 10,000*l.*, which in default of appointment was to go as part of her residuary estate. In 1892 he borrowed a sum of 1000*l.*, and as part security therefor covenanted forthwith to make a will exercising the power of appointment, so that the loan should be a first charge on the fund and not to revoke such will; and he made a will accordingly, and died. In the administration of Lawley's estate the question arose whether the applicants, who were the legal personal representatives of the lender, had as against the appointed fund any priority over other creditors. Joyce J. held that the testator by exercising the power had made the fund assets for the payment of his debts, and that the applicants had no priority over the other creditors.

The applicants appealed.

*Badcock, K.C.*, and *E. Ford*, for the applicants.

*Hughes, K.C.*, and *Wace*, for the respondents, Lawley's executors.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) dismissed the appeal. They held that the covenant was ineffectual to bind the fund, and that, notwithstanding that the will was made in pursuance of the covenant, the lender was a volunteer as against the testator's general creditors, and therefore took subject to the rule that the exercise by will of a general power of appointment makes the appointed property assets for the payment of the debts of the appointor; consequently that as regards the fund he was not entitled to priority over the other creditors.

Solicitors: *Beyfus & Beyfus*; *Dangerfield, Blythe & Hodgson*.  
H. B. H.

C. A. *In re SMITH.* Oct. 31.  
*Ex parte DURBAN.*

*Bankruptcy—Bankruptcy notice—Security given to satisfaction of creditor—Right of creditor to issue fresh bankruptcy notice—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 4, sub-s. 1 (g).*

Appeal by a debtor against a receiving order. On the 20th of January, 1902, a judgment creditor for 2129*l.* served the debtor with a bankruptcy notice in respect of the debt. Negotiations took place, and on the 28th of January an agreement was entered into between the debtor and the creditor, which provided that the debtor should pay the creditor 75*l.* in cash and hand over to the creditor a specified bill of exchange for 400*l.*, payable two months after the 8th of January. The debtor also undertook to have transferred to the creditor 4000 fully paid-up shares of 1*l.* each in a specified company, with liberty to the debtor to repurchase the shares on or before the 28th of January, 1903, at the amount of the judgment debt and taxed costs, with interest thereon. The debtor was also to assign to the creditor all his interest in the estates of two specified bankrupts. This was "to be security for the judgment, but judgment still to be in full force." On the 29th of January an order was made by the registrar by consent setting aside the bankruptcy notice.

The debtor duly carried out the terms of the agreement. On the 11th of July, 1902, the creditor served on the debtor a fresh bankruptcy notice in respect of 1677*l.*, part of the judgment debt. The debtor failed to comply with the requirements of this notice within the seven days limited for the purpose, and the receiving order was made upon the creditor's petition, founded upon the act of bankruptcy committed by failure to comply with the notice.

The debtor appealed.

*Frank Mellor*, for the debtor.

*Muir Mackenzie* and *J. George Joseph*, for the creditor.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) allowed the appeal. They held that, the debtor having complied with the requirements of the first bankruptcy notice by giving security for the debt to the satisfaction of the creditor, a fresh bankruptcy notice in respect of the same debt could not be issued during the pendency of the security, the debtor not having committed any default in carrying out the terms of the agreement. The receiving order was accordingly discharged.

Solicitors: *Fuller & Farlow*; *Ernest Salaman, Fort & Co.*  
W. L. C.

## High Court of Justice.

CHANCERY DIVISION.

Kekewich J. *In re ROBERTS.* Oct. 31.  
*ROBERTS v. ROBERTS.*

*Administration—Marshalling—Direction for payment of debts—Pecuniary legatees and specific devisees.*

A testator directed that his just debts and funeral and testamentary expenses should be paid as soon as possible after his decease. He bequeathed pecuniary legacies and specifically devised real estate. The general personal estate was insufficient for payment of the debts and funeral and testamentary expenses.

The question was whether the pecuniary legatees were entitled to have the assets marshalled. It was stated that the authorities on the point were not harmonious, the decision of Kay J. in *In re Bate. Bate v. Bate*, (1890) 43 Ch. D. 600, being in conflict with those of Stirling J. and O'hitty J. in *In re Stokes. Parsons v. Miller*, (1892) 67 L. T. 223, and *In re Salt. Brothwood v. Keeling*, [1895] 2 Ch. 203.

*Methold, Mark Romer*, and *Hon. Frank Russell* appeared for the various parties.

KEKEWICH J. referred to Seton on Judgments, 6th ed. vol. ii. p. 1673, where it was stated that *In re Bate* must on this point be treated as overruled. His Lordship adopted that view, and, following the recognised rule of administration, held that the doctrine of marshalling was applicable.

Solicitors: *Rowcliffes, Rawle & Co.*

C. C. M. D.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

THURSDAY, November 6.

Lloyd v. Woolland Brothers. Application for judgment or new trial. Allowed.

FRIDAY, November 7.

Ben Graham v. Commissioners of H.M. Works and Public Buildings. Appeal from the Lord Chief Justice. New trial ordered.

SATURDAY, November 8.

Frost and Another v. Solomon. Application for judgment or new trial. Dismissed.

Morel Brothers & Co., Limited v. Earl and Countess of Westmorland. Application of the Earl for judgment. Part heard.



MONDAY, November 10.

*Tunney v. Harmony Company.* Appeal from Darling J. Varied.  
*Cardiff Channel Dry Docks Company v. E. G. T. Agius, Limited.*  
 Appeal from Bucknill J. Dismissed.  
*Attorney-General, on the relation of the Salisbury Rural District Council v. Garton.* Appeal from Bucknill J. Dismissed.  
*Court v. Van Laun and Another.* Appeal from Jelf J. Dismissed.  
*Wooding v. Van Laun and Another.* Appeal from Jelf J. Dismissed.  
*International Assets Company, Limited v. Van Laun.* Appeal from Jelf J. Dismissed  
*du Pasquier v. Cadbury, Jones & Co., Limited.* Appeal from Bucknill J. Allowed.

TUESDAY, November 11.

*Morel Brothers & Co., Limited v. Earl and Countess of Westmorland.*  
 Application of the Earl for judgment. Allowed.

THURSDAY, November 13.

{ *Collins v. Norman and Another.* Application of defendant Coward for new trial. Allowed.  
 { *Same v. Same.* Application of defendant Norman for judgment. Allowed.  
*Stone v. Brevis.* Application for judgment or new trial. Part heard.

## COURT II.

THURSDAY, November 6.

*Bennett v. Stone.* Appeal from Buckley J. Part heard.

FRIDAY, November 7.

*Bennett v. Stone.* Appeal from Buckley J. Part heard.  
*In re New Premier Cycle Company and Reduced.* Appeal from Buckley J. Allowed on terms.

SATURDAY, November 8.

*In re C. Bright. Ex parte C. Bright.* Appeal from Mr. Registrar Giffard. Part heard.

MONDAY, November 10.

*In re Gold Fields of Venezuela. Storey v. Same.* Appeal from Farwell J. Dismissed.  
*Bennett v. Stone.* Appeal from Buckley J. Postponed.  
*In re C. Bright. Ex parte C. Bright.* Appeal from Mr. Registrar Giffard. Allowed.  
*Lewis v. Bafico.* Appeal from Kekewich J. Allowed in part.

TUESDAY, November 11.

*J. W. Green, Limited v. Hill.* Appeal from Buckley J. Part heard.

WEDNESDAY, November 12.

*J. W. Green, Limited v. Hill.* Appeal from Buckley J. *Cur. adv. vult.*  
*In re John Scott. Langton v. Scott.* Appeal from Kekewich J. Part heard.

THURSDAY, November 13.

*In re John Scott. Langton v. Scott.* Appeal from Kekewich J. Dismissed.  
*Sebastian Ziani de Ferranti v. British Thompson Houston Company.* Appeal from Swinfen Eady J. Part heard.

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## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A.

WRIGHT v. CARTER.

Nov. 5.

*Solicitor and client—Fiduciary relation—Gift by client to solicitor—Undue influence, Presumption of—Separate solicitor—Absence of independent advice—Deed including gifts to children as well as gift to solicitor—Partial avoidance.*

The plaintiff, being in financial difficulties, proposed to make a voluntary settlement upon himself and his family, and also to make a gift to his confidential solicitor, the defendant Carter, in return for services rendered but not yet paid for. Carter thereupon suggested that, in order to carry out the proposal, the plaintiff should be represented by an independent solicitor. The draft deed was then prepared in Carter's office but not under his supervision, and was settled by counsel. The plaintiff then took the draft from Carter's office to a firm recommended by Carter, and the matter was taken up by their managing clerk, a solicitor named Almy. Acting on Almy's advice, the plaintiff in May, 1900, executed the deed, which settled part of his property in trust for himself for life, and after his death, as to certain shares in trust for his two children, and as to the remaining shares in trust for Carter. In March, 1901, the plaintiff, continuing to be pressed by his financial difficulties, executed another deed which in effect revoked the previous deed and conveyed in general terms the whole of his property, both present and future, upon trust for his two children and Carter in equal shares, in consideration of a covenant by them to pay him, the plaintiff, an annuity for his life. This deed was, on Carter's suggestion, prepared by another solicitor, named Tarbet. At the time the deeds were executed Carter was continuing to act as the plaintiff's solicitor in all other matters relating to his affairs.

The plaintiff brought this action to have the deeds set aside on the ground that he had been induced to execute them by the influence of Carter.

At the trial Kekewich J. acquitted all three solicitors of fraud, and dismissed the action.

The plaintiff appealed.

*Warrington, K.C.*, and *àB. Terrell*, for the plaintiff.

*Warrington, K.C.*, and *Christopher James*, for the defendant Carter.

*Duke, K.C.*, and *Frank Russell, Badcock, K.C.*, and *Marcy*, for the children taking under the deeds.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.J.J.) said the case was covered by the rule as laid down by Lord Eldon in *Hatch v. Hatch*, (1804) 9 Ves. 292, which had not been qualified or disapproved of in any subsequent case, and the effect of which was that the moment a fiduciary relation



was established, such as that of solicitor and client, there arose a presumption of influence, which presumption would continue so long as the fiduciary relation continued, or, at all events, till it could be clearly inferred that the influence had come to an end: though the presumption of influence was not irrebuttable. In the present case the plaintiff had had no competent independent advice, for the evidence showed that neither Almy nor Taret had before them sufficient materials as to the position, property, and prospects of the plaintiff to enable them to give him that advice. Both deeds must be treated as having been executed under the influence of Carter: accordingly the deed of May, 1900, must be set aside as against him, but not as against the children, who did not claim in any way through Carter. As to the deed of March, 1901, by which the plaintiff had stripped himself of the whole of his property, it must be set aside *in toto*.

Solicitors: *H. W. Chatterton; E. & J. Mote; Charles Russell & Co.; Tucker, Lake & Lyon, for H. Wing & Son, Nottingham.*

G. I. F. C.

## High Court of Justice.

CHANCERY DIVISION.

Byrnes J.

*In re COOPER, COOPER & JOHNSON, LIMITED.*

Nov. 4.

*Company—Winding-up (voluntary)—Scheme of arrangement involving reduction of capital—Joint Stock Companies Arrangement Act, 1870 (83 & 84 Vict. c. 104).*

Actions having been brought against the company by debenture-holders to enforce their securities, and a receiver and manager having been appointed in the actions, the company passed an extraordinary resolution for voluntary winding-up and appointing the same person as liquidator. Subsequently a scheme of arrangement was prepared which did not provide for the undertaking and assets being transferred to another company, but which involved a reduction of the company's capital under the Companies Acts, 1867 and 1877, and a resumption of business by the company with the reduced capital.

A petition was presented for the sanction of the Court to the scheme under the Joint Stock Companies Arrangement Act, 1870. The petition was intitled in the matter of that Act and of the Companies Acts, 1862 to 1900, but not in the matter of the Companies Acts, 1867 and 1877, nor had the requirements of those two Acts as regards reduction of capital been complied with.

*Gore-Browne, K.C., and F. Shewell Cooper, in support of the petition, contended (1) that a reduction of capital could be sanctioned although the company was in voluntary winding-up, and (2) that the reduction might be sanctioned as part of a scheme under the Act of 1870 without complying with the requirements of the Acts of 1867 and 1877.*

*Frank Evans, amicus curiæ, said that a reduction of capital*

had been sanctioned while the company was in voluntary liquidation in *In re Pantechicon Co.* (1895), and in 1901 in a case before Wright J., who said that he had no intention of creating a precedent: see *Palmer's Company Precedents*, 8th ed. vol. i. p. 1111.

*George Hart, amicus curiæ, referred to s. 161 of the Companies Act, 1862.*

BYRNE J. said that where a scheme of arrangement involved a reduction of capital the reduction should be carried out in accordance with the statutes specially dealing with reduction of capital, and he directed the petition to stand over with liberty to amend by intituling it also in the matter of the Companies Acts, 1867 and 1877. He also gave liberty to the liquidator to call such meetings of shareholders as he might be advised to call.

Solicitors: *Worthington Evans, Bird & Co.*

F. E.

Byrne J.

Nov. 4.

*In re HIRAM MAXIM LAMP COMPANY.*

*Company—Winding-up—Shareholder—Action for call—Plea of set-off of debt owing by company—Resolution for winding-up before judgment—Claim of set-off on application for balance order—Companies Act, 1862 (25 & 26 Vict. c. 89), ss. 38, 101.*

The company was formed for certain objects, including the selling of electric lamps to be manufactured by another company, the Sir Hiram Maxim Electrical and Engineering Company, Limited, on the footing of an agreement of the 26th of April, 1901. The engineering company held 5000 shares in the lamp company, and a call of 5s. per share was made on the shares, and became payable on the 6th of February, 1902.

The call not having been paid, the lamp company brought an action against the engineering company for 1260*l.* 19*s.* 2*d.*, the amount of the calls and interest, and applied for judgment under the Rules of the Supreme Court, 1883, Order xiv. The defendants claimed that the plaintiffs owed them 1136*l.* 4*s.* for lamps supplied to the plaintiffs, and obtained unconditional leave to defend on paying the difference (124*l.* 15*s.* 2*d.*) into court. The difference was paid into court, and defendants delivered a statement of defence claiming a set-off in respect of the balance of the plaintiffs' claim and their own alleged debt. Subsequently, on the 11th of July, 1902, before the action was tried, the lamp company passed a resolution for voluntary winding-up and appointing a liquidator, and on the 22nd of July the liquidator issued an originating summons, in the voluntary winding-up, against the engineering company for a balance order in respect of the calls.

*Rowden, K.C., and Stutfield, for the liquidator.*

*H. Terrell, K.C., and Hansell, for the engineering company.*

BYRNE J. said that new rights arose on the commencement of the winding-up. It was plain on the authorities that without the action and without the plea there could have been no set-off against the calls. He could not take the view that before the winding-up, as soon as the set-off was pleaded the original debts were gone. The debts remained separate debts until judgment; and as there had been no judgment, there was no reason why the ordinary rule should not prevail. The liquidator was entitled to a balance order for the calls without any allowance by way of set-off to the engineering company

but he must undertake to discontinue the action, and to consent to the money paid into court being returned.

Solicitors: *Angove, Bromwich & Yeo; George Terrell, Terrell & Varley.*

F. E.

Byrne J.

Nov. 6.

*In re* HAMMOND SPENCER'S SETTLED ESTATES.

*Settled land—Compound settlement—Trustees of compound settlement—Power of appointing—Appointment of trustees—Solicitor for the tenant for life—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 2, sub-ss. 1, 8; s. 38.*

By a settlement of 1863 real estates were limited in strict settlement to A. for life, with remainder, subject to a jointure of 500*l.* per annum for A.'s widow if she survived him, and to a term for securing portions for younger children, to A.'s first and other sons in tail. In 1898, B., the eldest son of A., joined with his father in barring the entail, and resettling the estates upon A. for life, with remainder to B. for life, with remainders over in strict settlement. This deed contained a declaration that the trustees of the resettlement should be the trustees under the settlement made by these presents, and also under the compound settlement made by the settlement of 1863 and these presents, for all the purposes of the Settled Land Acts, 1882 to 1890. A. died in 1891; his widow was still alive and in receipt of her jointure, and on her death 5000*l.* became raisable for the portions of younger children under the settlement of 1863. B. was desirous of selling a part of the settled estate, in exercise of his statutory power, free from the jointure and portions for younger children; but as some doubt had been thrown on the validity of the appointment of the present trustees, as trustees of the compound settlement, B. took out a summons asking that the trustees, or some other fit and proper persons, might be appointed trustees of the compound settlement for the purposes of the Settled Land Acts, if the Court should be of opinion that the said trustees were not already properly appointed.

The solicitor of the tenant for life was already a trustee of the settlement of 1863, and one of the three trustees of the resettlement of 1898, and the tenant for life desired that the solicitor should also be appointed one of the trustees of the compound settlement.

*Leonard F. Potts*, for the tenant for life.

*J. G. Wood*, for the trustees.

BYRNE J. held, that the declaration, contained in the resettlement of 1898, by the settlors that the trustees of that deed should also be the trustees of the compound settlement—which was a "settlement" within the definition of sect. 2, sub-sect. 1—did not amount to a declaration by the "settlement" of the persons to be trustees thereof for the purposes of the Acts within the meaning of sect. 2, sub-sect. 8, and consequently that there was no valid appointment of trustees of the compound settlement, who in the present case could only be appointed by the Court. His Lordship stated that he was willing to appoint two of the existing trustees to be trustees of the compound settlement upon production of affidavits of fitness in the usual way; but he declined to appoint the solicitor of the tenant for life one of such trustees, being of opinion that the fact that he was already a trustee of the settlement of 1863 and of the resettlement of 1898, and the alleged convenience to

the parties of having the same trustees of all the settlements, was not sufficient to take the case out of the general rule laid down in *In re Kemp's Settled Estates*, (1883) 24 Ch. D. 485, and *In re Earl of Stamford*, [1895] 1 Ch. 288.

Solicitors: *Hepburn, Son & Cutcliffe.*

W. O. D.

Byrne J.

Nov. 7.

*In re* SEAL, A SOLICITOR.

*Practice—Notice of motion for attachment—Service—Form of notice—Rules of the Supreme Court, 1883, Order XLIV., r. 2.*

By an order of the 3rd of July, 1902, obtained on the petition of a client, a solicitor was ordered within twenty-one days from the service of the order to deliver to the petitioner his bill of fees and disbursements in all suits, actions, and other matters of business in which he had been employed as the solicitor for the petitioner, to be taxed in the usual way. This order was served on the 8th of July. By an order of the 5th of August, made on the application of the solicitor, the time fixed by the order of the 3rd of July for the delivery of the bill of costs was extended to the 26th of August. This order was not drawn up. As the bill of costs to be rendered extended over several years, and related to some thirty matters and actions, it was not delivered within the extended time, and the solicitor applied to the petitioner's solicitors on the 28th of August for further time, which was refused.

On the 22nd of September application was made in chambers for a summons to extend the time; but as the matter was not considered Vacation business no summons was issued. On the 21st of October a notice of motion for leave to issue a writ of attachment against the solicitor for his contempt in not having delivered his bill of costs to the petitioner "pursuant to the orders made herein dated the 3rd day of July and the 5th day of August, 1902," was served, and now came on for hearing.

*Rowden, K.C.*, and *S. Dickinson*, for the motion.

*Norton, K.C.*, and *Martelli*, for the solicitor, and

*Levett, K.C.*, and *Austen-Cartmell*, for the firm of which the solicitor was a partner, and against whom similar orders for delivery of their bill had also been obtained, contended that the notice of motion was bad on the ground that the order of the 5th of August, therein referred to, had never been served.

BYRNE J. said it was clear that there had been no formal service on the solicitor of the order of the 5th of August giving him further time—as a fact that order had never been drawn up. If it was intended to enforce the breach of this order it should have been drawn up and served, or if the extended time given by this order had expired before the order was drawn up, a four-day order should have been obtained and served before moving for an attachment. The objection taken to the form of the notice of motion must be allowed. The motion failed, and must be dismissed with costs.

Solicitors: *Broughton, Nocton & Broughton; Seal & Edgerton.*

W. C. D.

Farwell J.

PICKLES v. SUTOLIFFE.

Oct. 23.

*Contract in writing—Incorporation of other document—Law Society's conditions—Statute of Frauds.*

This was an action for the specific performance of a contract for the sale of land. The contract was in writing and contained

the clause, "The land is sold subject to the conditions of the Halifax Incorporated Law Society."

*Upton, K.C., and Baker*, for the vendor.

*Jenkins, K.C., and Gatey*, for the purchaser, took the objection that there was not a sufficient memorandum of the contract to satisfy the Statute of Frauds. They argued that while it is quite possible to incorporate, by reference, a given second document with a written memorandum in such a manner as to satisfy the statute, the reference must be to a definite document; here there was merely a vague reference to agreed conditions which might vary from time to time, and might not be in existence as a printed or written document. There was no direct reference to a document in existence and produced to the parties.

*FARWELL J.* said that there was no substance in the objection. Obviously, unless something was said to the contrary, the conditions referred to were the conditions sanctioned by the Law Society at the time of making the contract. It would of course be necessary for the plaintiff to prove what those conditions were. The judge could not take judicial cognizance, without further evidence, of a mere printed copy of rules produced in court. When, however, that copy was once identified by evidence, it became an illustration of the maxim, *Id certum est, quod certum reddi potest.*

Solicitors for the plaintiff: *Burn & Berridge*, for *John Riley Farrer*, Halifax.

Solicitors for the defendant: *Walker & Rowe*, for *Lewis Irving Day*, Halifax. J. R. B.

Buckley J. CARR v. ANDERSON. Oct. 28, 29.

*Felony—Administrator—Sale of convict's property—Bona fides—Action by convict against his administrator—Costs—Forfeiture Act, 1870 (83 & 84 Vict. c. 23), ss. 12, 17, 20, 29.*

In 1895 the plaintiff, John Carr, was convicted of felony and sentenced to six years' penal servitude. Sir Robert Anderson, the Assistant Commissioner of Police, was thereupon appointed administrator of the plaintiff's property under the Forfeiture Act, 1870. He realized practically the whole of the property, paid the costs for which the plaintiff was liable, and invested the remainder of the proceeds. On obtaining his discharge the plaintiff applied for an account, and particulars and delivery up of his property; but the authorities at Scotland Yard refused to give any information, and called upon him to give particulars of the property he claimed. The plaintiff commenced an action against Sir Robert Anderson and his successor to enforce his claim; and in obedience to an order of the Appeal Court the defendants delivered an account and particulars. The action now came on for trial, and the plaintiff complained chiefly of two points, namely, that his jewellery had been sold at an undervalue, and that shares in the Louisville and Nashville Railway Company had been wrongfully converted. He contended that these shares ought not to have been sold at all, inasmuch as the proceeds were not required for payment of the costs of his prosecution, that they had not been sold in the usual way, and that he was entitled to damages in respect of their sale.

*Astbury, K.C., and Montague B. Emanuel*, for the plaintiff.

*Birrell, K.C., and T. T. Methold*, for the defendants.

*BUCKLEY J.* said that the Forfeiture Act, 1870, abolished forfeiture for felony, and gave power to appoint an administrator of a convict's property. Under sect. 12 the administrator had absolute power to sell this property as to him should seem fit, whether the money was wanted for payment of debts or not. Sect. 17 did not restrict that power to sales for the purposes of the Act. A sale must be made *bonâ fide*, and that involved the exercise of care; but if made *bonâ fide*, it was binding on the convict irrespective of the reasons for which it was made. The jewellery was sold because it was the practice of Scotland Yard to sell such articles; that sale was made *bonâ fide* on the part of the administrator, and could not be questioned. The fact that the money was not wanted for payment of costs was immaterial. The sale of the Louisville and Nashville Railway Company shares had been ordered *bonâ fide* and after personal consideration by the administrator, although owing to the conduct of a subordinate it had not been carried out through the proper channel. Therefore the plaintiff was not entitled to damages in respect of that sale. The plaintiff was, however, justified in commencing and in proceeding with the action; and the remainder of his property in its present state of investment must be restored to him. Even if sect. 20 of the Forfeiture Act, 1870, applied to actions by a convict against his administrator—which was doubtful—the Court had a discretion under that section as to costs, and under all the circumstances justice would be done by giving no costs to either side.

Solicitors: *Emanuel Round & Nathan; Wontner & Sons.*

H. C. R.

Buckley J. BOYCE v. PADDINGTON BOROUGH COUNCIL. Nov. 8.

*Burial ground—Open space—Rights of adjacent landowners in respect of lights.*

The disused burial ground of St. Mary's, Paddington, was an open space within the Metropolitan Open Spaces Acts, 1877, 1881, and 1887, and the Disused Burial Grounds Act, 1884 (47 & 48 Vict. c. 72), and by the Acts any building on the space except an extension of the church was forbidden. The plaintiff was the owner of land circumjacent to and abutting on the burial ground, and on his land he had erected flats with windows overlooking the burial ground. The action was brought to restrain the erection of a screen to be put up in order to prevent the plaintiff gaining a prescriptive right to the access of light over the burial ground to his windows.

*Astbury, K.C., and Mark Romer*, for the plaintiff.

*H. Terrell, K.C., and T. A. Nash*, for the council.

*C. A. Montague Barlow*, for the vicar of Paddington, who was also a defendant.

*BUCKLEY J.*, in a considered judgment, held that the defendants were wrong in their objection that the action could not be maintained without joining the Attorney-General as a plaintiff; because the present plaintiff was suing either in respect of an alleged private right, or for special damage for an interference with an alleged public right. But the plaintiff had no cause of action. The space was devoted to the public in an open condition, free from buildings, for exercise and recreation. (See Act of 1877, s. 1; Act of 1881, s. 5.) But the Acts did not require the space to be kept open so as to create right of

light which did not previously exist in adjoining owners. The contention that as a member of the public the plaintiff could object to the erection of a screen or hoarding also failed. It was based upon the assumption that the hoarding was a "building" within the Acts. In sect. 5 of the Act of 1881 "buildings" meant such buildings as would preclude or diminish the enjoyment of the space for exercise and recreation. In sect. 3 of the Act of 1884 "buildings" meant erections which would cover some part of the ground—not something in the nature of a fence or barrier to prevent the acquisition of prescriptive rights to light. The action must be dismissed with costs.

Solicitors: *Cheston & Sons; John H. Hortin.* F. E.

Swinfen Eady J. *In re JUMP.* Nov. 1.  
GALLOWAY v. HOPE.

*Will—Power of sale—Duration—Intention of testator.*

The testator in this action gave all his real and personal estate to trustees upon trust, after the death of his daughter, in their discretion, and of their uncontrollable authority, to manage and administer his said estate and effects, and to pay, apply, and expend the same, or so much thereof as they should think expedient, to or for the clothing, board, lodging, maintenance, and support, or otherwise for the personal and peculiar benefit, of his grandchildren during their lives and the life of the survivor, whether infant or adult, and whether competent or incompetent to give an acquittance or discharge for the same, in such proportions and manner as his trustees should think fit, and on the decease of the survivor of his said grandchildren, upon certain trusts for their issue, which were held to be void for remoteness. And he empowered his trustees, when they in their own discretion should consider necessary, to sell and convert his estate and effects into money.

The testator died in 1842, and his daughter died in 1846. There were only two grandchildren, namely, Robert Eden, a person of unsound mind, who was the testator's heir-at-law, and Jane Eden. The said Jane Eden died on the 12th of December, 1882, leaving Robert Eden her surviving. Robert Eden died on the 20th of January, 1902, a bachelor and intestate. The trustees had sold part of the testator's real estate during the life of Jane Eden, and other part after her death but during the life of Robert Eden. This summons was taken out in the Liverpool District Registry for the determination, among other questions, to whom the proceeds of sale of the real property sold after the death of Jane Eden belonged; which depended on the question whether the power of sale created by the testator's will was then in existence.

It was admitted that on the death of Jane Eden, the ultimate trusts having failed for remoteness, the reversion in the property vested absolutely in Robert Eden as the testator's heir-at-law, and he could, if of sound mind, have called upon the trustees to convey the property to him.

*H. Mather*, for the trustees.

*Micklem, K.C.*, and *Cann*, for the legal personal representative of Robert Eden.

*Eve, K.C.*, and *Methold*, for his heir-at-law.

SWINFEN EADY J. said that he thought the power continue

to exist after the death of Jane Eden. The cases of *In re Cotton's Trustees and the School Board for London*, (1882) 19 Ch. D. 624, and *In re Lord Sudeley and Baines & Co.*, [1894] 1 Ch. 334, shewed that where parties who had become absolutely entitled had not put an end to the power, it was a question of the testator's intention whether it should continue. In this case the testator plainly intended the trust for maintenance of Robert Eden to continue during his life, and the power of sale to continue for the same time. The power was therefore well exercised, and the proceeds belonged to the estate of Robert Eden as personal estate.

Solicitors for the trustees: *Collins, Robinson & Driffeld*, Liverpool.

Solicitor for the other parties: *Stanley J. Attenborough.*

J. R. B.

Swinfen Eady J. *In re STEEL.* Nov. 5.  
WAPFETT v. ROBINSON.

*Will—Mistake—Misdescription of gift—"My freehold land and hereditaments at M."—Customary freeholds.*

Originating summons.

By her will, dated the 22nd of September, 1899, the testatrix devised "my freehold land and hereditaments at Morland Field, in the said parish of Morland," to the defendant, and her residuary real and personal estate to the plaintiffs.

The testatrix died on the 29th of January, 1902.

It appeared that in 1886 she inherited four fields adjoining one another at Morland Field, in Morland, Westmorland, from her brother, who died intestate. Two of these fields were of freehold tenure, but the other two, though commonly called customary freeholds or simply freeholds in the locality, were in fact privileged copyholds held of the lords of the manor of Morland at fixed customary rents of 1s. and 1s. 2d., with fixed fines on death or alienation. They were conveyed by grant, surrender and admittance, but were not held at the will of the lords. The testatrix had never been admitted or paid the customary rents, and it did not appear that she was aware of any distinction in the tenure of the four fields, which had for many years been let to the defendant at an entire rent of 12l.

This summons was issued to determine whether the defendant was entitled to these customary freeholds.

*Alfred Whitaker*, for the plaintiffs. As there are fields to which the word "freehold" accurately applies, it cannot be extended to include these privileged copyholds, although they are known as customary freeholds. *In re Bright-Smith*, (1891) 31 Ch. D. 314, is distinguishable, as, first, there was no residuary devise, and, secondly, the words "my freehold farm" could not be accurately applied to part of a farm.

*Gatey*, for the defendant. Although the customary freeholds are not of freehold tenure, they may be described as freehold land, the word "freehold" referring, not to the tenure, but to the estate of the tenant, as distinguished from a copyhold estate which is held at the will of the lord.

SWINFEN EADY J. held that, as the fields in dispute were known as customary freeholds, or freeholds, in the locality, and the testatrix was unaware of any difference in the tenure, she had not used the word "freehold" in the technical sense

of tenure, but with reference to the quality of the estate. The customary freeholds had, therefore, passed to the defendant.

Solicitors: *Christopher Johnson Brayshaw*, for *John Richards*, Appleby; *Harrison & Powell*, for *Bell & Moordaff*, Appleby.  
G. R. A.

**Swinfen Eady J.** *In re COZENS.* Oct. 28; Nov. 6  
**MILES v. WILSON.**

*Will—Class—"My own nephews and nieces"—Half-blood—Husband's nephew described as "my nephew"—Great-niece described as niece.*

Originating summons.

Testatrix bequeathed one moiety of the proceeds of sale of her residuary real and personal estate upon trust for Alexander Duncan for life, and after his decease upon trust for "my own nephews and nieces with the exception of Mary Ann, the sister of William Moore." In an earlier part of her will the testatrix had given the proceeds of sale of twenty-two cottages to "Mary Jane Cozens, Ellen Cozens, James Cozens, Louisa Howes, and Catherine Norris, the nieces and nephews of my late husband George Cozens, and my nieces Emma Moore and Sarah Metcalf, the wife of Henry Metcalf, in equal shares."

Emma Moore was a great-niece, and was elsewhere described as the daughter of "my nephew William Moore."

Sarah Metcalf was the daughter of an illegitimate nephew.

Alexander Duncan, the nephew of the testatrix's husband, was described as "my nephew."

The testatrix died on the 6th of July, 1889, and Alexander Duncan died on the 4th of May, 1900. Besides nephews and nieces of the whole-blood, the following persons claimed to share in the bequest to "my own nephews and nieces."

First, nephews and nieces of the whole-blood.

Secondly, Emma Moore and Sarah Metcalf, on the ground that they were described as nieces.

Thirdly, great nephews and nieces generally, on the ground that one of their class was described as a niece.

This summons was issued to determine who were the persons entitled to share. The husband's nephews and nieces were not made parties owing to the difficulty of tracing them.

*A. M. Begg*, for the trustees.

*Clare*, for the nephews and nieces of the half-blood.

*T. T. Methold*, for Emma Moore and Sarah Metcalf.

*Harry Greenwood*, for other great nephews and nieces.

*Henry Johnston*, for nephews and nieces of the whole-blood.

**SWINFEN EADY J.** As there is no context to the contrary, the nephews and nieces of the half-blood are entitled to share:

*Wives v. Rawley*, (1852) 10 Har. 63. As to the claims of Emma Moore, Sarah Metcalf, and other great nephews and nieces, *Smith v. Lidiard*, (1857) 3 K. & J. 252; *Wells v. Wells*, (1874) L. R. 18 Eq. 504, and *Merrill v. Morton*, (1881) 7 Ch. D. 382, do not lay down any hard and fast rule that a gift to nieces does not include a great-niece, although in

another part of the will a great-niece is described as a niece; nor, on the other hand, does *In re Jodrell*, (1890) 44 Ch. D. 590; [1891] A. C. 304, lay down any hard and fast rule that when

a great-niece has once been referred to in a will as a niece, the expression "nieces" must in all other parts of the will be taken to include "great-nieces." On the construction of this

will I hold that great nephews and nieces, the daughter of the illegitimate nephew, and the husband's nephews and nieces, are excluded from the gift to "my own nephews and nieces," though some of these persons have been inaccurately referred to as "my nephew" or "my niece."

Solicitors: *Burton, Yeates & Hart*, for *Beloe & Beloe*, King's Lynn; *Andrew, Wood, Purves & Sutton*, for *Collier & Adams*, Saffron Walden.  
G. R. A.

## KING'S BENCH DIVISION.

K. B. D.

Oct. 27.

**CORPORATION OF SHEFFIELD v. BARCLAY AND OTHERS.**

*Indemnity—Forged transfer of stock—Innocent presentment of, for registration—Implied contract to indemnify.*

Trial of action before Lord Alverstone C.J. without a jury.

Two persons named Timbrell and Honnywill were the holders of certain stock of the plaintiff corporation. Timbrell instructed a firm of stockbrokers to sell the stock, which they did. Before any transfer had been executed the purchasers pledged the stock with the defendants as security for an advance. A transfer purporting to be executed by both Timbrell and Honnywill in favour of the defendants was then handed to the defendants, who sent it to the plaintiffs for registration, and procured themselves to be registered as the holders. The defendants at the request of the pledgers transferred the stock to third parties, who in their turn were duly registered. Subsequently it was discovered that the signature of Honnywill to the first-named transfer was a forgery, and upon an action being brought by him against the plaintiff corporation the latter were compelled to purchase stock to replace that which he had lost. The corporation then brought the present action against the defendants for an indemnity.

*Dankwerts, K. O., Bankes, K. O., and Waddy*, for the plaintiffs.  
*Haldane, K. O., and F. R. Radcliffe*, for the defendants.

LORD ALVERSTONE C.J. held that, there being no negligence on either side, the loss must fall upon the defendants who requested the plaintiffs to do the act, namely, the registration of the transfer, which caused the damage.

*Judgment for the plaintiffs.*

Judgment of Lindley J. in *Anglo-American Telegraph Co. v. Spurling*, (1879) 5 Q. B. D. 188, dissented from.

Solicitors for the plaintiffs: *R. F. & C. L. Smith*, for *H. Sayer*, Town Clerk, Sheffield.

Solicitors for the defendants: *Maples, Teesdale & Co.*

J. F. C.

K. B. D.

**HUMPHREY v. YOUNG.**

Nov. 3.

*Local government—"Drain"—Semi-detached houses—"One building only"—Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 4.*

Case stated by justices of Reigate.

The respondent was summoned under sect. 4 of the Public Health Act, 1875, for neglecting to comply with a notice requiring him to amend a drain which was in bad condition. The respondent was the owner of a pair of semi-detached houses having one continuous roof, and divided by a party-wall which

did not go up through the roof. They were let to different tenants. The drain in question was used for the drainage of both houses. The justices held that the drain was not used for the drainage of "one building only" within the meaning of sect. 4 of the Act, that it was consequently a sewer and not a drain, and was not repairable by the respondent.

*Bray, K.C.*, and *G. Humphreys*, for the appellant.

*Mucmorran, K.C.*, and *Naldrett*, for the respondent.

THE COURT (Lord Alverstone C.J., Wills and Channell JJ.) held that whether a pair of semi-detached houses are "one building only" within the meaning of sect. 4 or not is in each case a question of fact, as to which no general rule could be laid down, and that consequently the finding of the justices must be supported.

*Appeal dismissed.*

Solicitors for the appellant: *Nicol, Son & Jones*, Redhill.

Solicitors for the respondent: *Pettiver & Pearkes*.

J. F. C.

K. B. D. TROMANS v. HODKINSON. Nov. 8

*Gaming—Place used for betting—Bar of public-house—Betting Act, 1853 (16 & 17 Vict. c. 119), s. 3.*

Case stated by justices of Staffordshire.

The appellant was summoned under sect. 3 of the Betting Act, 1853, for unlawfully using the Railway Inn, Cradley Heath, for the purpose of betting with persons resorting thereto. The appellant, who was a bookmaker, was in the habit of frequenting the bar of the inn at certain hours for the purpose of carrying on a business of ready-money betting with persons resorting there, the carrying on of which in the bar was known to those persons, and was carried on under some arrangement or understanding come to with the landlord of the inn. There was no evidence that the appellant had any interest in the inn or any control over it, or that he occupied any specific part of the bar for the purposes of the betting business. The justices convicted the appellant subject to a case for the Court.

*G. W. Stutfield*, for the appellant.

*Shakespeare*, for the respondent.

THE COURT (Lord Alverstone C.J., Wills and Channell JJ.) held that the fact of the appellant having habitually used the bar for the purposes of his betting business amounted to a "user" of the premises for that purpose within the meaning of the section; and they accordingly affirmed the conviction.

*Bolton v. Busby*, [1899] 2 Q. B. 380, followed.

*Conviction affirmed.*

Solicitors for the appellant: *Philip Baker & Co.*, Birmingham.

Solicitors for the respondent: *Wainwright & Co.*, for *Thomas Cooksey*, Old Hill, Stafford.

J. F. C.

## PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

Adm.

THE RICHMOND.

Nov. 4

*Admiralty—Collision—Tug and tow—Tow in collision with third vessel by fault of tug—Contract of indemnity—Third-party notice.*

The barge *John*, whilst (with five other barges) in tow of the tug *Richmond*, came into collision with the brigantine *Lenore*, lying at anchor in the river Thames. The owners of the *Lenore* brought an action against the owners of the *John*, in the City of London Court, which was dismissed by the learned judge, on the ground that the collision was due to the negligence of those in charge of the *Richmond*. The owners of the *John* then brought an action against the *Richmond*, whose owners served a third-party notice on the owners of the *John*, relying upon the following condition in their terms of towage as amounting to a contract of indemnity: "We hereby give notice that we will not be answerable for any loss or damage which may happen to or be occasioned by or to any vessel or barge or their or its cargo while in tow, however such loss or damage may arise, and from whosoever fault or default it may arise, nor will we be responsible for any loss or damage which may happen or be caused by or through any act done or omitted to be done by any person or persons we employ for or on account of or at the request of the owners or charterers of any craft."

THE DIVISIONAL COURT (Sir F. H. Jeune P. and Gorell Barne J.) held (affirming the decision of the county court judge) that though it might be that, under the terms of the condition, the owners of the *John* could not recover over from the owners of the *Richmond* any sum they might have to pay for damage caused by collision whilst their barge was in tow of the *Richmond*, the owners of the *Richmond* could not call upon the owners of the *John* to indemnify them in respect of any damages which they might have to pay in consequence of the negligence of their own servants, and, therefore, the claim, by the owners of the *Richmond* to be recouped by the owners of the *John*, failed.

*C. A. Russell, K.C.*, and the *Hon. John Mansfield*, for the appellants, the owners of the tug *Richmond*.

*J. A. Hamilton, K.C.*, and *A. E. Nelson*, for the respondents (third parties), owners of the barge *John*.

Solicitors: *C. E. Harvey*; *J. A. & H. E. Farnfield*.

T. L. M.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT I.**

FRIDAY, November 14.

Stone v. Brewts. Application for judgment or new trial. Dismissed.  
Goff v. Jones. Application for judgment or new trial. Allowed.  
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Hall v. Wright. Appeal from Darling J. Dismissed.  
Goddard v. Bateman. Appeal from Darling J. Order varied.  
Innes-Baillie v. Binns and Others. Appeal from Jelf J. Dismissed.  
Whitbread v. Cannon Brewery Company. Appeal from Ridley J. Dismissed.

TUESDAY, November 18.

Bailey v. Thurston & Co., Limited. Application for judgment or new trial. Cur. adv. vult.

WEDNESDAY, November 19.

Bull v. Mayor, &c., of Shoreditch. Application for judgment. Allowed.  
Columbus Company, Limited v. Labouchere and Another. Application for judgment or new trial. Dismissed.  
Hamlyn v. John Houston & Co. Application for judgment or new trial. Dismissed.  
Wightwick v. Absolute Life Assurance Company, Limited. Application for judgment or new trial. Dismissed.

**COURT II.**

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Sebastian Ziani de Ferranti v. British Thompson Houston Company, Limited. Appeal from Swinfen Eady J. Part heard.  
In re a Debtor. Ex parte the Debtor, No. 90) of 1902. Appeal from Mr. Registrar Drougham. Part heard.



SATURDAY, November 15.

*Sebastian Ziani de Ferranti v. British Thompson Houston Company, Limited.* Appeal from Swinfen Eady J. Part heard.

MONDAY, November 17.

*Wright v. Carter* (mentioned on minutes).

*Sebastian Ziani de Ferranti v. British Thompson Houston Company, Limited.* Appeal from Swinfen Eady J. Part heard.

TUESDAY, November 18.

*In re Hunt. Leppard v. Morgan. Leppard v. Pollard.* Appeal from Farwell J. Settled.

*Zillah Shipping Company v. Midland Railway Company.* Appeal from the Lord Chief Justice and Lawrence J. Dismissed.

*Beltram v. Corporation of Liverpool.* Application for new trial. Dismissed.

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*Sebastian Ziani de Ferranti v. British Thompson Houston Company, Limited.* Appeal from Swinfen Eady J. *Our adv. vult.*

*Booth v. New Afrikander Gold Mining Company, Limited.* Appeal from Swinfen Eady J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## House of Lords.

Nov. 11.

MASON, APP.; OGDEN AND OTHERS, RESPS.

*Will—Residuary devise—Specific devise—Wills Act, 1837*  
(1 Vict. c. 26), s. 25.

*Warrington, K.C., and George Henderson,* for appellant.

*Renshaw, K.C., and O. H. Sargant,* for respondents.

THE HOUSE (Earl of Halsbury L.C., and Lords Shand, Davey, and Robertson) affirmed the decision of the Court of Appeal, [1901] 1 Ch. 619, holding that a devise of the residue of or the remainder of the freeholds, or of all other the freeholds of a testator, is a good "residuary devise" within the meaning of sect. 25 of the Wills Act, 1837, though it does not extend to copyholds.

Solicitors: *H. J. Mannings; H. S. Bridge.*

J. M. M.

Nov. 13.

M'FARLANE, APP.; SIR JOHN MAXWELL STIBLING MAXWELL, RESP.

*Superior and vassal—Fou contract—Stipulation for additional feu duty for ground "on which buildings shall be erected."*

THE HOUSE (Earl of Halsbury L.C., and Lords Shand, Davey, and Robertson) reversed the decision of the First Division of

the Court of Session, Scotland, (1901) 8 F. 933, and allowed the appeal with costs both here and below.

*A. Graham Murray, L.A., and Craigie* (both of the Scottish Bar), for the appellant.

*Younger, K.C., and J. Hepburn Millar* (the latter of the Scottish Bar), for the respondent.

Agent for the appellant: *John Kennedy, W.S., for George Inglis & Orr, S.S.O.,* Edinburgh.

Agents for the respondent: *A. & W. Beveridge, for Carment Wedderburn & Watson, W.S.,* Edinburgh. G. J. W.

## Supreme Court of Judicature.

COURT OF APPEAL.

C. A.

Nov. 11.

MOELL BROTHERS & CO., LIMITED v. EARL OF WESTMORELAND AND WIFE.

*Husband and wife—Goods supplied on order of wife—Liability of husband—Authority of wife to pledge husband's credit—Principal and agent—Alternative liability—Election—Judgment signed against one of two defendants—Rules of the Supreme Court, 1883, Order XIV., r. 5.*

Application by the defendant, the Earl of Westmoreland, for judgment or a new trial in an action tried before Phillimore J. and a jury.

The action was against a husband and his wife for the price of goods supplied upon the orders of the wife.

The plaintiffs had, under Order XIV., obtained leave to sign and had signed judgment for the amount claimed against the wife, who had separate property and did not defend the action. That judgment remained unsatisfied. Upon the answers of the jury to questions left to them, the learned judge entered judgment for the amount claimed against the husband.

*Gore-Browne, K.C., and G. A. Bonner,* for the defendant, the Earl of Westmoreland.

*Macaskie, K.C., and Montague Shearman,* for the plaintiffs.

THE COURT (Collins M.R., Romer L.J., and Mathew L.J.) held that upon the facts there was no evidence of a joint liability on the part of the defendants, and that the plaintiffs, by signing judgment against the wife, had precluded themselves from insisting on a sole liability on the part of the husband. They therefore allowed the application to enter judgment for the husband.

Solicitor for the plaintiffs: *A. L. Rayner.*

Solicitors for the defendants: *Royds & Rawstorne.* E. L.

C. A.

In re SCOTT.

Nov. 13.

LANGTON v. SCOTT.

*Legacy—Satisfaction—Advancement of child by father—Double portions.*

Appeal from a decision of Kekewich J.

The question was whether sums of money given by a father to two of his sons after the date of his will were to be brought into account by them in the distribution of his estate.

John Scott carried on business in partnership with his son John Scott, junior. The deed of partnership provided that the son should not at any time during the continuance of the partnership withdraw any part of his capital without the consent of his father.

The father died on the 12th of May, 1899. He left surviving him a son, Alfred, and six daughters, four married and two unmarried. The father by his will, dated the 5th of June, 1891, devised and bequeathed his residuary real and personal estate to trustees, upon trust for the payment of his funeral and testamentary expenses, debts and legacies, and to hold the residue on trust for all his children living at his decease in such proportions that the share of each of his sons should be double the amount of the share of each of his daughters, and that the shares of his daughters should be equal. And the testator declared that the sum of 5000*l.*, which he had given to each of his daughters, was not in any way to be brought into account in ascertaining the share of the daughters in his residuary trust funds, but was to be retained and enjoyed by each daughter in addition to her share. The testator declared that in case any of his children should die in his lifetime leaving a child or children who should survive the testator, and should attain twenty-one, or if a daughter or daughters marry under that age, such child or children should take (and if more than one equally between them) the share which his or their parent would have taken in the testator's residuary estate, if the parent had survived him. In August, 1892, the testator gave his second son Alfred a sum of 5000*l.* The gift was made voluntarily, without any solicitation by the son, who was not aware of his father's intention to make the gift until he received it. In a letter in which the father informed him of the gift he said: "I hope you will find it useful, and something to lean on and call your own." On the 7th of June, 1894, the father made a codicil by which he slightly altered his will, and in all other respects confirmed it. For some time before 1897 the profits of the business had materially diminished, and the son John's expenditure had exceeded his income, so that the capital which he had accumulated in the business was considerably reduced. In August, 1897, the son John had an interview with his father, in which he explained to his father the difficulties in which he was placed, and asked him to assist him, pointing out to him that, though he was his eldest son, he had never given him any money or assistance of any sort. The result was that the father transferred in the books of the firm 5000*l.* from his capital account to that of the son, and gave him also 1500*l.* to enable him to pay off part of a debt which was secured by a mortgage of his house. In January, 1899, the son John died, leaving one daughter surviving him. In May, 1899, the father died. Kekewich J. held that the sums thus given by the father to the two sons need not be brought into account by them in the distribution of his estate. The daughters appealed.

*Younger, K.C.*, and *Rowland Whitehead*, for the daughters.

*Warrington, K.C.*, and *Christopher James*, for the daughter of the son John.

*Benshaw, K.C.*, and *E. S. Ford*, for the son Alfred.

*Davenport*, for the executors.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. said that the rule applicable to the case was conveniently stated in the judgment of Bowen L.J. in *In re Lacon*, [1891] 2 Ch. at pp. 497, 498. The gift to the son John was of a large sum, and it bore so much the character of a portion that, unless there was something to rebut the presumption, it must be treated as such. The Court must consider all the circumstances and see whether the *prima facie* presumption was rebutted. Looking at all the circumstances here, his Lordship thought there was enough to rebut the presumption. The son had overdrawn his capital, and of this the father alone could complain. Under these circumstances he dealt with the son as he had done with the daughters, giving him a sum of 5000*l.* He was in effect relieving the son from a debt to himself and extricating him from the difficulties in which he was placed. It made no difference to whom the debt was due; the object was to relieve the son. In *Taylor v. Taylor*, (1875) L. R. 20 Eq. 155, Jessel M.R. held that a large sum given by a father to extricate his son from debt was a gift, not an advancement. Taking all the circumstances together in the present case, his Lordship was of opinion that there was sufficient to displace the *prima facie* presumption. He thought that the payment of 1500*l.* to the son John stood in the same position, as also did the payment of 5000*l.* to the son Alfred. In his case there was the additional circumstance that the codicil confirming the will was made after the gift.

STIRLING L.J. concurred.

COZENS-HARDY L.J. also agreed, adding that the decision involved the adoption by the Court of the view taken by Jessel M.R. in *Taylor v. Taylor* in preference to that of Wood V.-C. in *Boyd v. Boyd*, (1867) L. R. 4 Eq. 305, and that of Pearson J. in *In re Blockley*, (1885) 29 Ch. D. 250.

Solicitors: *Phelps, Sidgwick & Biddle*; *P. W. Chandler*.

W. L. C.

## High Court of Justice.

### CHANCERY DIVISION.

Kekewich J. *In re VERBELL'S CONTRACT.* Nov. 11.

*Vendor and purchaser—Sale of leaseholds by executor—Lapse of time—Actual notice to purchaser that no debts of testator remain unpaid.*

A testator by his will appointed his wife sole trustee and executrix thereof, and gave to her all his estate upon trust for sale or conversion for the benefit of herself during life or widowhood, and declared it to be his wish that, unless circumstances otherwise required it, his leasehold estates should not be converted during the life or widowhood of his wife, and at her death or marriage he bequeathed a leasehold house to his son. Eighteen years after the death of the testator, the widow entered into a contract for sale of the leasehold house. Her solicitors informed the purchaser that there were no debts of

the testator remaining unpaid. No other reason for selling was suggested. The purchaser objected to the title, unless the concurrence of the son was obtained; but this was refused. A summons under the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), was taken out by the purchaser for the purpose of determining whether the vendor could make a good title either as trustee or as executrix.

*Reeve*, for the purchaser.

*Woodfin*, for the vendor.

KEKEWICH J. held that it was clear that the vendor could not make a good title as trustee. As to her power to make a title in the capacity of executrix, his Lordship referred to the decisions of Kay J. in *In re Whistler*, (1887) 35 Ch. D. 561, and Stirling J. in *In re Venn and Furze*, [1894] 2 Ch. 101, and held that, under the peculiar circumstances of the case, the purchaser having actual notice that there were no debts of the testator remaining unpaid, and no reason being suggested for the sale, the title was not one which ought to be forced on a purchaser.

Solicitors: *Hoddinott & Davis; H. Mear.*

C. C. M. D.

Kekewich J.

*In re HALL.*

Nov. 13.

FOSTER v. METCALFE.

*Legacy—Appropriation of investments—Contingent legacy without interest—Costs.*

The testator, who died on the 14th of October, 1897, by his will, dated the 26th of November, 1896, gave to each of his four godchildren (therein named) who should survive him, and who being a male should attain the age of twenty-one, or being a female should attain that age or marry under that age, the sum of 1000*l.* without interest in the meantime.

In 1899 the trustees of the will invested the sum of 1000*l.* in 700*l.* Great Eastern Railway Irredeemable 4 per cent. Stock, and appropriated the stock to meet the legacy to Phyllis Chalmers, one of the four godchildren, she being then an infant and unmarried. Miss Chalmers had since attained the age of twenty-one, and she declined to accept the stock, which had depreciated, in satisfaction of her legacy. This was a summons taken out by the surviving trustee to determine the validity of the appropriation.

*Crossfield*, for the summons.

*Davenport*, for a residuary legatee.

*Northcote and Clouston*, for other beneficiaries.

*Baildon*, for Miss Chalmers, contended that, as the legacy was contingent and was given without interest, the trustees had no power to appropriate: *Roper on Legacies*, 4th ed. 931; *Webber v. Webber*, (1823) 1 Sim. & St. 311.

KEKEWICH J. said that, although the language of *Leach v. C.* in *Webber v. Webber* appeared to support the contention that there could not be an appropriation in the case of a contingent legacy where no interest was payable in the meantime, having regard to the question which was before the Court in that case, he thought that the Vice-Chancellor merely meant to decide that a contingent legatee not entitled to interest in the meantime could not insist upon an appropriation as against the residuary legatee, but could only require him to give security. It did not follow that the executors were not entitled to

appropriate a particular sum for such a legacy, where the residuary legatees did not object. In this case he thought that the trustees had done their duty as pointed out by the authorities, and that the appropriation was good. With regard to the costs, as the litigation had been forced upon the trustee by the refusal of this lady to accept the stock, he thought that he ought to treat this summons as hers, and treating it in that light he ordered her to pay all the costs.

Solicitors: *J. A. Bartrum; Ford, Lloyd & Co.; Collyer-Bristow & Co.; Edgar, Robins & Clark.*

H. B. H.

Buckley J.

Nov. 4.

ATTORNEY-GENERAL v. ASHBORNE RECREATION GROUND COMPANY.

*Local government—Urban authority—By-laws—Laying out new street—Special remedy—Injunction—Jurisdiction.*

This action was originally brought by the Ashborne Urban District Council for a declaration that the defendants were laying out a new street in contravention of the council's by-laws (made under the Public Health Act, 1875, and prescribing a penalty for infringement, recoverable by summary proceedings) by reason of the street not being of the prescribed width, and an injunction to restrain the defendants from laying out the new street.

In consequence of the decision of Joyce J. in *Mayor of Devonport v. Tozer*, [1902] 2 Ch. 182, the proceedings were amended by joining the Attorney-General as a co-plaintiff at the relation of the council. At the trial the defendants took the preliminary objection that the action, even as now constituted, could not be maintained.

*Macmorran, K.C.*, and *Hextall*, for the plaintiffs.

*Macaskie, K.C.*, and *Peterson*, for the defendants.

BUCKLEY J. said that the defendants were not accurate in saying that the Act of 1875 had created a new offence in respect of which it had imposed a certain penalty. Sect. 183 enabled penalties to be imposed for the breach of by-laws, and the public authority had imposed a penalty for the infringement of the particular by-law as to the width of new streets. The defendants said that because under sect. 251 the penalty could be recovered in a summary manner, the High Court had no jurisdiction to grant an injunction. The present case was not within the first class of cases referred to in *Wolverhampton New Waterworks Co. v. Hawkenford*, (1859) 6 C. B. (N.S.) 336. In a sense it was within the second class of cases there referred to, because if no by-laws were made no statutory sanction was given. This case also came within the third class of cases referred to in the case cited. Generally in cases within that class the statutory remedy must be followed, but the remedy by injunction was an exception to the general rule: *Cooper v. Whittingham*, (1850) 15 Ch. D. 501. Then the defendants said their objection could be sustained because the plaintiffs' claim was not based on any right of property, but only on the fact that what was threatened would be an interference with public rights in respect of a highway. But that was not sound; the Attorney-General, suing in respect of the invasion of public rights, had at least as large a right to invoke the protection of the Courts as a private owner suing in respect of his rights. That had been assumed without argument by the Court of Appeal and Courts of first instance in several cases: *Attorney-*

*General v. Hatch*, [1893] 3 Ch. 86; *Attorney-General v. Rufford & Co.*, [1899] 1 Ch. 587; *Attorney-General v. London and North Western Railway Company*. [1900] 1 Q. B. 78. Without authority his Lordship would have taken the same view; for if there was no remedy except the statutory one, a public authority might by circumstances be rendered singularly impotent in several cases although it had made by-laws. The Public Health Acts did not mean that the public rights to have certain things done should be taken away by a penalty being imposed in case of their non-performance.

The objection accordingly failed. The trial continued, and an injunction was granted.

Solicitors: *J. B. R. Conder*, for *Bamford, Son & Wilson*, Ashborne; *Taylor, Hoare & Pilcher*, for *Wise & Cooke*, Ashborne.

F. E.

Joyce J.

Nov. 12.

## MAPPIN v. LIBERTY &amp; CO., LIMITED.

*Highway—Ownership—Soil of highway—Street in town—Presumption that soil of highway ad medium filum passes to adjoining owner—Rebuttal of presumption.*

The plaintiffs carried on business at No. 220, Regent Street, and the defendants, Liberty & Co., carried on business at Nos. 218 and 221, Regent Street, which adjoined the plaintiffs' premises on either side. These defendants had constructed a subway through the subsoil of Regent Street in front of the plaintiffs' house for the purpose of connecting their two houses. The object of this action was, in substance, to compel these defendants to remove the subway. The plaintiffs were entitled to No. 220 as sublessees for a term of fifty years from the 25th of March, 1869. The head-lease of the premises was granted by the Commissioners of Woods and Forests in February, 1823, to a predecessor in title of the plaintiffs' lessor for a term of ninety-nine years. The plaintiffs claimed to be entitled to the soil of the street in front of their house up to the middle of the street by virtue of the presumption that the ownership of the highway *usque ad medium filum* passes to the owner of the adjoining land. It appeared that the land on which both the plaintiffs' and the defendants' premises were situate was part of a large tract of land acquired by the Commissioners of Woods and Forests under an Act of Parliament passed in 1813, for the purpose of making a more convenient thoroughfare from Marylebone to Charing Cross. Under this Act the Commissioners constructed the street now known as Regent Street, and granted long leases of a large number of houses along the line of the street (including Nos. 218, 220, and 222). Whether the leasing powers conferred by the Act on the Commissioners included power to lease the soil of the street was a question of doubt which the Court did not finally decide. The agreement for the lease of No. 220 was entered into in September, 1830, at which time the new street was not completed. In the lease of February, 1823, the demised property was described as fronting "a road now forming, called or intended to be called Regent Street." The street was, however, completed at the date of the lease.

The defendants, Liberty & Co., contended that the soil of the street was vested in the Commissioners, and the Attorney-General was added as a defendant to support this view.

*Hughes, K.C.*, and *Dighton Pollock*, for the plaintiffs.

*Younger, K.C.*, *G. Cave*, and *Luxmoore*, for Liberty & Co.  
*Sir E. H. Carson, S.-G.*, and *Vaughan Hawkins*, for the Crown.

JOYCE J. was of opinion that the presumption on which the plaintiffs relied had no application to a case in which all the facts as to the ownership were known. This presumption was subject to various exceptions and modifications, and if there was anything to shew that it was not the intention to convey any part of the road, that was enough to rebut the presumption: *Plumstead Board of Works v. British Land Company*, (1874) L. R. 10 Q. B. 16, 24, per Blackburn J. The lease spoke of the street as "now forming," but the contract for the lease was entered into some years previously, and in his Lordship's opinion it was the date of the contract, and not the date of the conveyance, which settled the rights of the parties for this purpose: *Broomfield v. Williams*, [1897] 1 Ch. 602, 616, per Rigby L.J. It was clear that this presumption might be rebutted by the surrounding circumstances; and in this case, apart from the doubt as to the power of the Commissioners to lease any part of the street itself, the surrounding circumstances led to the inference that no part of the soil of the highway was intended to pass by the lease. He therefore made a declaration that the demise of No. 220 did not pass any part of the soil of the street in front of the house.

Solicitors: *Lumley & Lumley*; *Rose-Innes, Son & Crick*; *T. W. Gorst*.

H. B. H.

Swinfen Eady J. MAO GUARE v. MILLIGAN. Nov. 11.

*Costs—Taxation—Summons for directions—Application for further directions—Rules of the Supreme Court, Order xxx, r. 5; Order LXV., r. 27 (30), (37), (38); App. N. (51), (52), (53).*

Summons to review taxation.

This action, commenced by writ, was settled by leave of the Court on the terms (*inter alia*) that the defendant Constance should pay the plaintiffs' costs, to be taxed as between solicitor and client. On the taxation a question arose as to the proper amount to be allowed for two applications for further directions subsequent to the original summons for directions.

These applications were made by notice under Order xxx., r. 5, the first being an application for discovery, and the second an application for leave to settle on certain terms.

The plaintiffs contended that these notices were not covered by the Rules of the Supreme Court, 1883, App. N. item 51, which allows 1s. 6d. "for preparing any necessary or proper notice, not otherwise provided for," on the ground that this fee was fixed long before the summons for directions was introduced, and was intended to apply to ordinary notices drawn in a solicitor's office, and involving no attendance at chambers to fix an appointment, whereas the present notices required the same care in preparation as the summonses they replaced, and an attendance to fix an appointment was necessary. As no new fee was fixed by the rules, the fees heretofore allowed should be allowed: Order LXV., r. 27 (30), (37).

The proper fees were, therefore, 3s. for the notice, 2s. for copy for chambers, and 3s. 6d. for copy and service, making a total of 8s. 6d.

The taxing master considered that the notice fee was covered by item 51, and allowed 1s. 6d. for the notice, 1s. for copy for

chambers, and 2s. 6d. for copy and service, making a total of 5s.

In the second case the fee for copy and service was inadvertently omitted from the bill, so that the total allowance was only 2s. 6d.

In overruling the plaintiffs' objections the taxing master stated that similar notices under summonses to proceed had been for years and were still allowed at 4s. only, no copy for chambers being allowed, and that when the summons for directions was introduced the taxing masters fixed the charge for these notices and copy for chambers at 5s., that the allowance was quite enough, and, apart from the practice, he should not feel justified in allowing more. He also stated that the same objection was taken in *North Brancepeth Coal Company, Limited v. Straker* (unreported), where Kekewich J. dismissed the summons to review.

*Borthwick*, for the plaintiffs.

*Rolt*, for the defendant Constance.

SWINFEN EADY J. held that item 51 covered these notices, and that 5s. was a fair and reasonable allowance for the work done. In special cases where the notice necessarily exceeded three folios there were additional allowances under items 52, 53, and in special cases not exceeding three folios the taxing masters had a wide discretion under Order LXV., r. 27 (38); but 5s. was a sufficient allowance in the great bulk of cases that arose.

*Summons dismissed with costs. Leave to appeal refused.*

Solicitors: *King & Burrell; Flur, Thompson & Co.*

G. R. A.

### PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

Adm.

THE PERSIA.

Oct. 30.

*Salvage—Tender—Apportionment—"Runners."*

On the 30th of September, 1902, in fine weather, the *Canada*—belonging to the British and North Atlantic Steam Navigation

Company, Limited, of 8806 tons gross register, with engines of 6800 indicated horse-power, from Southampton to Belfast to refit after trooping, manned by a crew of eighty-two hands all told, and of the value of 130,000*l.*—fell in, about eight miles to the southward of the Shambles, with the *Persia*, belonging to the Anchor line, of 3596 tons gross register, from Calcutta, to London and Dunkirk, to Glasgow, with a general cargo, and a crew of seventy hands. She was flying signals of distress, having shortly before broken her after-tunnel shaft.

The *Canada* took the *Persia* in tow, and, in about three hours, with the assistance of a tug hired by the *Canada*, the *Persia* was safely anchored inside the Portland Breakwater. The value of the *Persia* was 15,000*l.*, cargo 10,250*l.*, freight at risk 90*l.*—total 25,340*l.*

In an action of salvage:—

THE COURT (Gorell Barnes J., assisted by two of the Elder Brethren of the Trinity House) overruled a tender of 500*l.*, on the ground of the great value of the salving steamer, and made an award of 700*l.*

With reference to the apportionment of that sum between the owners, master, and crew of the *Canada*, the learned judge awarded 525*l.* to the owners on account of the risk to which such a large vessel was exposed in undertaking a salvage service, 75*l.* to the master in view of the responsibility incurred by him, and the balance, 100*l.*, to the crew according to their rating, taking that rating, with regard to such of the crew as were the regular men, according to the articles on the previous outward voyage to the Cape, and treating those engaged only for the run from Southampton to Belfast "on a footing equivalent to those whose places they were filling at the time"—that is, a runner put down as an A.B. to take an A.B.'s rating, and a runner put down as a fireman to take a fireman's rating.

*Aspinall, K.C.*, and *Alex. D. Bateson* for the plaintiffs, the owners, master, and crew of the *Canada*.

*Dawson Miller*, for the defendants, the owners of the *Persia*, her cargo and freight.

Solicitors: *Batesons, Warr & Wimshurst*, Liverpool; *Hill, Dickinson, Dickinson, Hill & Roberts*, Liverpool. T. L. M.

**NOTICE TO SOLICITORS.**

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With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledges the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*Acetylene Illuminating Company, Limited v. United Alkali Company, Limited.* Appeal from Buckley J. Part heard.

MONDAY, November 24.

*Joseph v. Joseph.* Appeal from Kekewich J. Dismissed.  
*Meyer and Another v. Green.* Appeal from Buckley J. Part heard.  
*Bennett v. Stone.* Appeal from Buckley J. Postponed.

TUESDAY, November 25.

*Meyer and Another v. Green.* Appeal from Buckley J. Dismissed.  
*Acetylene Illuminating Company, Limited v. United Alkali Company, Limited.* Appeal from Buckley J. Part heard.

WEDNESDAY, November 26.

*Acetylene Illuminating Company, Limited v. United Alkali Company, Limited.* Appeal from Buckley J. Dismissed.  
*Nantyglo and Blaina Ironworks Company, Limited v. Swansea Steel Company, Limited.* Appeal from Kekewich J. Dismissed.  
*Workman v. London and Lancashire Fire Insurance Company.* Appeal from Kekewich J. Part heard.

THURSDAY, November 27.

*J. W. Green, Limited v. Hill.* Appeal from Buckley J. Allowed.  
*Workman v. London and Lancashire Fire Insurance Company.* Appeal from Kekewich J. Allowed.  
*Bennett v. Stone.* Appeal from Buckley J. *Cur. adv. vult.*

*During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.*

## House of Lords.

Nov. 13.

NOTTINGHAM PERMANENT BENEFIT BUILDING SOCIETY, APPS.;  
 THURSTAN, RESP.

*Building society—Infant member—Building Societies Act, 1874 (87 & 88 Vict. c. 42)—Infants Relief Act, 1874 (37 & 38 Vict. c. 62).*

*Hughes, K.C., and G. B. Freeman,* for appellants.  
*Badcock, K.C., and Edward Ford,* for respondent, were not heard.

THE HOUSE (Earl of Halsbury L.C., and Lords Shand, Davey, and Robertson) affirmed the decision of the Court of Appeal.

[1902] 1 Ch. 1, for the reasons there given, holding that the purchase and the mortgage were in fact two distinct transactions.

Solicitors: *Peacock & Goddard,* for *Rothera & Sons,* Nottingham; *Beyfus & Beyfus.* J. M. M.

Nov 14.

BEDDINGTON AND ANOTHER, APPS.; BAUMANN AND OTHERS,  
 RESPS.

*Power of appointment—Exercise by will—Wills Act, 1837 (1 Vict. c. 26), s. 2y—Settled Land Acts, 1882 (45 & 46 Vict. c. 38), s. 22, and 1884 (47 & 48 Vict. c. 18), s. 4.*

*Haldane, K.C., and Norton, K.C. (J. G. Fawcus with them)* for appellants.

*Levett, K.C., Upjohn, K.C., Wace, and Leverson,* for respondents, were not heard.

THE HOUSE (Earl of Halsbury L.C., and Lords Shand, Davey, and Robertson) affirmed the decision of the Court of Appeal, [1902] 1 Ch. 100, for the reasons there given, holding that the Courts below put the right construction upon the terms used in the will, and rightly interpreted the testator's intention.

Solicitors: *Montagu, Milham & Montagu; Upton, Alky & Co.* J. M. M.

## Supreme Court of Judicature.

## COURT OF APPEAL.

C. A.

Nov. 20.

BOOTH v. NEW AFRIKANER GOLD MINING COMPANY, LIMITED.  
*Company—Sale—Shares—Underwriting—Commission, Payment of—Offer of shares to public—Ultra vires—Injunction—Companies Act, 1900 (68 & 64 Vict. c. 48), s. 8, sub-ss. 1, 2.*

This was an action by the plaintiff, a shareholder in the defendant company, the New Afrikaner Gold Mining Company, Limited, formed in 1898, for a declaration that an agreement dated July 11, 1902, for the sale of the business, undertaking and assets of the company, was *ultra vires* and illegal, and for an injunction to restrain the carrying out of the agreement, on the ground that, in effect, it provided for the payment of commission, made illegal by sect. 8, sub-sec. 2, of the Companies Act, 1900. The plaintiff was the holder of 1000 fully paid shares in the defendant company. The defendants to the action were the company, its liquidator, and the Associated Guarantors, Limited. The capital of the New Afrikaner Gold Mining Company was 250,000*l.* in 1*l.* shares, of which 205,014 had been issued. The agreement which the plaintiff sought to impeach was made between the New Afrikaner Gold Mining Company and the Associated Guarantors, and was dated the 11th of July, 1902. It provided for the sale of the undertaking, business, and assets of the New Afrikaner Company to the Associated Guarantors. The purchasers undertook to form a new company, since incorporated under the name of the Afrikaner Gold Mining Company, 1902, to repurchase the



subject-matter of the sale on the terms contained in a draft agreement scheduled to the first agreement. The articles of association provided that if the company should offer any of its shares to the public for subscription the directors might pay a commission not exceeding 50 per cent. to any person in consideration of his subscribing or agreeing to subscribe, or procuring subscriptions, for shares. The Associated Guarantors undertook to procure that the new company would allot such number of its 1l. shares, credited with 12s. per share paid up, to 205,014 as the old company should require. The old shareholders were to have an option of taking a 1l. share in the new company, with a liability on it of 8s., for every share in the old company. Shareholders who refused to take shares were to be entitled to no compensation. The scheduled agreement fixed the price to be paid by the new company to the Associated Guarantors at 205,014 1l. shares, with 12s. paid up, out of a total of 250,000 of such shares, and a payment of 12,300l. in cash. On the 11th of September, 1902, an agreement was executed in the form of the scheduled draft, and the 1898 company then passed resolutions for a voluntary winding-up, and appointed a liquidator. The plaintiff asserted that the provision for the cash payment of 12,300l. was, in effect, a provision for payment of commission by the proposed new company, and was obnoxious to sect. 8 of the Companies Act, 1900, and that it invalidated the whole agreement. Sub-sect. 1 allows payment of commission on an offer of shares in a company to the public for subscription if authorized by the articles and disclosed in the prospectus of the company. Sub-sect. 2 enacts: "Save as aforesaid no company shall apply any of its shares or capital money either directly or indirectly in payment of any commission, discount, or allowance, to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares of the company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the company, whether the money or shares be so applied by being added to the purchase-money of any property acquired by the company or to the contract price of any work to be executed for the company, or the money be paid out of the nominal purchase-money or contract price, or otherwise."

The action came before Swinfen Eady J. on the 7th of November, 1902, upon a motion by the plaintiffs for an interlocutory injunction, when his Lordship granted the injunction, saying that, in his opinion, the agreement did in fact provide for the payment of an illegal commission; and that though that payment might be legalized by being authorized by the company's articles of association and disclosed in the prospectus when issued, he could look only at the existing state of things. The defendant company appealed.

*Baldane, K.C.*, and *Sargant*, for the appellants.

*Eve, K.C.*, and *A. Beddall*, for the plaintiff.

*Macnaghten, K.C.*, and *Sargant*, for the Associated Guarantors.

In the course of the argument it was agreed that the appeal should be treated as the trial of the action; whereupon, for the purpose of deciding the whole question, the new company of 1902 was, by consent, added as a defendant, and a shareholder in that company was, also by consent, added as a plaintiff suing on behalf of himself and all other shareholders in that company.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) said the first question was whether the payment of 12,300l. came within sub-sect. 2 of sect. 8 of the Act of 1900. Their Lordships had no doubt that it did come within that sub-section. The money was being paid by the new company out of the capital which was raised at the time of the formation of that company, and was being paid by way of commission to certain persons, or a certain company—i.e., to the intermediaries—in consideration of their undertaking to take up so many of the block of shares allotted to the liquidator of the old company of 1898 as the members of that old company declined to accept. That payment came within the sub-section. It was a payment of a commission to a person in consideration of his subscribing or agreeing to subscribe, and so on, within the words of the sub-section. The real ground on which it was suggested that that payment did not come within the sub-section was that the persons to whom the money was paid were really purchasers, and that the sum of money they were to receive was not commission, but their profit on a resale. Looking at the facts, it was impossible not to see that this was not a profit on a resale, and that the transaction was not in substance a resale at all. In their Lordships' opinion the 12,300l. was a commission—a commission for underwriting. Then with regard to sub-sect. 1, taking that section line by line, in their Lordships' judgment there never had been in fact an offer of shares to the public. They did not think the shares agreed to be allotted by the 1902 company to the liquidator of the 1898 company were in any sense issued to the public. Accordingly, the conclusions their Lordships arrived at were: (1) That the payment of the 12,300l. fell within sub-sect. 2; and (2) that it did not fall within sub-sect. 1.

Their Lordships then pronounced judgment, declaring that the payment of the 12,300l. was prohibited by sub-sect. 2, but without prejudice to such right (if any) as the new company might have to claim the benefit of sub-sect. 1; also granting a perpetual injunction upon the footing of that declaration; but the injunction was not to prevent any payment if and so far as it could be made under sub-sect. 1. The costs of the action, both on appeal and below, to be paid by the defendants.

Solicitors: *Burn & Berridge; Paines, Blyth & Huxtable; Booth & Smee.* G. I. F. C.

C. A. BAILEY v. THURSTON & Co. Nov. 24.

*Bankruptcy—After-acquired property—Contract of employment made before bankruptcy—Right of bankrupt to sue for wrongful dismissal—Intervention of trustee—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 44.*

Appeal from the judgment of Phillimore J. on further consideration, reported [1902] 2 K. B. 397.

*Kemp, K.C.*, and *E. W. Hansell*, for the defendants.

*Lord Coleridge, K.C.*, and *Macoun*, for the plaintiff.

THE COURT (Collins M.R., Stirling and Cozens-Hardy L.JJ.), after consideration, dismissed the appeal.

Solicitor for plaintiff: *Charles Goble Champion*.

Solicitors for defendants: *Gush, Phillips, Walters & Williams.* A. M.

# High Court of Justice.

## CHANCERY DIVISION.

Farwell J.

BOURNE v. SWAN &amp; EDGAR, LIMITED.

In re BOURNE'S TRADE-MARKS.

Nov. 14.

*Trade-mark—Old mark—Registration—Lapse—Re-registration—Action for infringement—Motion to expunge trade-mark—Delay—Costs—Patents, &c., Act, 1883 (46 & 47 Vict. c. 57) ss. 54, 64, 77a, 79, and 90—Patents, &c., Act, 1888 (51 & 52 Vict. c. 50), s. 18.*

The plaintiff and his predecessors in title had for many years carried on the business of a ladies' outfitter and manufacturer of corsets, and the defendants had also for many years carried on a similar business. The plaintiff was the proprietor of a trade-mark, which his predecessors had registered as an old mark in 1876, and which was still on the register, and which they and he used in connection with ladies' corsets. This mark consisted of the figure of a "swan," which they impressed on the corsets sold by them. The plaintiff was also the proprietor of another trade-mark, which his predecessors had also registered as an old mark in 1876, and which they and he used in connection with corsets. This trade-mark was the word "Swanbill," which was stamped on the corsets sold by the plaintiff. This mark remained on the register until 1890, when by an oversight it was allowed to lapse. Directly the plaintiff became aware of it, he re-registered the word "Swanbill" as an old mark on the 18th of December, 1892. The defendants became aware of this fact in 1896.

In May, 1901, the plaintiff commenced this action, alleging that the defendants were infringing his trade-mark of a swan, by using in their circulars and advertisements the figures of two swans in the illustrations of the corsets they offered for sale. The defendants then moved to expunge both the plaintiff's trade-marks from the register. The motion and action were tried together. At the trial the defendants abandoned their claim to expunge the plaintiff's trade-mark of a swan, but succeeded in proving that the word "Swanbill" ought not to be on the register. In the action it was admitted that the defendants had acted in good faith, and the plaintiff tendered no evidence of any passing off of the goods of the defendants as his goods, but contended that there was such a similarity between his trade-mark of a swan and the swans used by the defendants as to be calculated to deceive.

*Jenkins, K.C., and Peterson, for the plaintiff.*

*Upjohn, K.C., Sebastian, and Tomlin, for the defendants.*

*R. J. Parker, for the comptroller of patents.*

FARWELL J. held on the evidence that the word "Swanbill" at the date of its registration, which for this purpose must be taken to be the 18th of December, 1892, was not special and distinctive of the plaintiff's corsets, but was then, and for several years previously had been, known to the trade and to the public as descriptive of a corset with a particular shape of

busk. The word, therefore, was improperly on the register and must be expunged. His Lordship also held that there was no such similarity between the plaintiff's trade-mark of a swan and the swans used by the defendants in their advertisements and circulars in connection with their illustrations of corsets as to be calculated to deceive, and dismissed the action. As to costs: both parties had failed in part and succeeded in part, and under the circumstances, and having regard to the delay of the defendants in moving to rectify the register, his Lordship directed that the plaintiff should pay to the defendants two-fifths of the taxed costs of the action and motion.

An application on behalf of the plaintiff for a certificate under sect. 77a, on the ground that the validity of his trade-mark of a swan had come into question, was refused.

*Solicitors: Drake, Son & Parton; Buxton Ashton & Son Solicitor to the Board of Trade.*

H. L. F.

Joyce J.

In re BOLTON ESTATES.

Nov. 22.

RUSSELL v. MEYRICK.

*Act of Parliament—Construction—Private Act—Tenant in tail—Restriction against alienation—Exception in favour of jointuring—Power—Aiding defective execution.*

By virtue of two private Acts of Parliament, namely, 27 Hen. 8, c. xvi., and the Bolton Estates Act, 1863 (26 & 27 Vict. c. vi.), General Meyrick was tenant in tail of an undivided third share of the Bolton estates. By a codicil, dated in May, 1901, he purported, in exercise of the powers contained in these Acts, to appoint the income of this share for the jointure of his widow, and he died in March, 1902. This summons was taken out by the heir-at-law of the testator to determine the question whether he had under these Acts any power to jointure by will. By the Act of Henry 8 tenants in tail of the Bolton estates were prohibited from alienating them, "but only for the joynter of wyfe or wyves for terme of lyfe or lyves of any husband." The Act of 1863 was passed to relax certain restrictions imposed by the earlier Act, and sect. 9 referred to "the powers of jointuring" contained in the earlier Act; but it did not create any power of jointuring by will. On behalf of the widow it was contended that the Act of Henry 8 ought to be construed by the light of the later Act, and that the exception as to jointuring created by implication a power to jointure exercisable by deed or will.

*T. R. Hughes, K.C., and Brinton, for the summons.*

*Haldane, K.C., Younger, K.C., and G. Cave, for the widow.*

*C. A. James, for General Meyrick's executor.*

JOYCE J. held, on the authority of Lord Davey in *Macassey v. Thompson*, (1902) 36 Ir. L. T. 162, that the Act of 1863 was not available for the purpose of construing the Act of Henry 8. The earlier Act contained no suggestion that the tenants in tail thereunder could make a jointure by any mode not available to an ordinary tenant in tail. Neither at that time nor since had a tenant in tail any power to jointure by will, and the only mode in which tenants in tail could now jointure was by deed enrolled. The method of making a jointure by will under a power for that purpose was quite modern. Assuming that the effect of the Act of Henry 8

was to create a power in the technical sense, this was not a power exercisable by will, and, being a legal and statutory power, a defective execution thereof would not be aided by a Court of Equity. He therefore declared that the testator had no power by will or codicil to appoint the income of his share for the jointure of his widow.

Solicitors: *Williams & James; Ford, Lloyd & Co.*

H. B. H.

Swinfen Eady J.

Nov. 11, 12, 22.

*In re FOTHERGILL'S ESTATE.*

*PRICE FOTHERGILL v. PRICE.*

*Will—Absolute gift—Personalty—Trust for person "entitled to the possession or receipt of the rents" of settled estates—Actual possession.*

Originating summons.

By his will, dated the 23rd of February, 1869, a testator devised the Hensol estate to trustees upon trust for certain persons (since deceased) for life, and after their deaths for the present life tenant for life, and after her death for her sons successively in tail, with divers remainders over.

The testator bequeathed certain chattels at Hensol Castle to his trustees upon trust to permit the same to go along with and be used and enjoyed, so far as the rules of law and equity would permit, by the person who under the limitations thereinbefore contained should for the time being be "in the actual possession or entitled to the receipt of the rents and profits of the Hensol estate," in the same manner as if they had been freeholds of inheritance and had been included in the devise of the Hensol estate.

The testator devised and bequeathed his residuary real and personal estate to his trustees upon trust for sale and conversion, and declared that they should invest the net proceeds and pay the income thereof to the person who for the time being should be "entitled to the possession or receipt of the rents of the Hensol estate," and should otherwise hold his residuary estate upon such trusts that the annual income thereof should be enjoyed in like manner as if it had formed part of the rents and profits of the Hensol estate, it being his wish that the income of his residuary estate should assist in keeping up and be in augmentation of the rents and profits of the Hensol estate.

The will contained a name and arms clause, a residence clause, a repairing clause, and numerous other clauses relating to the person "entitled to the possession or receipt of the rents and profits of the Hensol estate," with immaterial variations of this expression. In all of these clauses the expression necessarily referred to actual possession, though not so expressed.

The testator died on the 19th of September, 1871.

The present life tenant, whose husband died on the 16th of April, 1899, had three sons and no daughters.

The first son, the late tenant in tail, who attained twenty-one on the 26th July, 1899, died a bachelor and intestate on the 9th of June, 1901, without having disentailed, and letters of administration to his estate were granted to the life tenant.

The second son, the present tenant in tail, attained twenty-one on the 23rd of April, 1902.

The third son was still an infant.

This summons was issued to determine whether the late tenant in tail became absolutely entitled subject to the life tenant's interest to (a) the chattels at Hensol Castle, and (b) the trust funds representing the residuary estate, or who was or would be entitled to the same.

*Borthwick*, for the life tenant and the third son.

*Hewitt*, for the present tenant in tail.

*F. Thompson*, for the present trustee.

SWINFEN EADY J. held that the late tenant in tail did not become entitled to the chattels, the case being admittedly undistinguishable from *Lord Scarsdale v. Curzon*, (1860) 1 J. & H. 40, and *In re Angerstein*, [1895] 2 Ch. 883, where the word "actual" was used. On the other hand, there was no sufficient intention expressed in the will to prevent the residuary estate vesting in the late tenant in tail at birth, whether he came into possession or not, according to the usual rule recognised in *Foley v. Burnell*, (1785) 1 Bro. C. O. 274; 4 Bro. P. C. 319, *Cox v. Sutton*, (1856) 25 L. J. (Ch.) 845, and *Potts v. Potts*, (1846) 3 J. & Lat. 353.

The case was stronger in favour of the late tenant in tail than *Martelli v. Holloway*, (1872) L. R. 5 H. L. 532, where there was a proviso that the personal estate should absolutely belong only to such person as should first attain twenty-one and become entitled to "an estate tail in possession" in the real estate, and it was held that an adult tenant in tail in remainder expectant on a life estate was absolutely entitled.

The late tenant in tail had, therefore, become absolutely entitled to the residue, subject to the life tenant's interest.

Solicitors: *Hiffe, Henley & Sweet; Field, Roscoe & Co.*

G. R. A.

PROBATE, DIVORCE, AND ADMIRALTY  
DIVISION.

Probate.

Nov. 17, 18, 24.

*IN THE GOODS OF SARAH JANE JACKSON, DECEASED.*

*Probate practice—Administration—Intestacy—Oath of administratrix—Next of kin—Probate Act, 1857 (20 & 21 Vict. c. 77), s. 73.*

Motion for administration under sect. 78 of the Probate Act, 1857.

The deceased, Sarah Jane Jackson, died on the 8th of February, 1902, a widow and intestate, leaving no issue (with the possible exception of William J. McIntyre, a son by a former marriage), and no parent, brother or sister, uncle or aunt, nephew or niece surviving. The said son emigrated to Australia between thirty and forty years ago, and had not been heard of for over twenty-nine years. He was therefore believed to be dead. It was not known whether he ever married and had children.

Various advertisements, both here and in Australia, had been inserted for the said W. J. McIntyre, or his children or his descendants (if any), but no answers had been received from him or them.

The deceased left property estimated at over 18,000*l.* in value.

Elizabeth Catherine Ives, of Millbrook, in the island of Jersey, a lawful cousin-german and next of kin of the deceased, now applied for administration. She had previously (2nd of June, 1902) obtained an order in this Court for a grant to her *ad colligenda bona*; but it was subsequently found that this form of grant would be attended by so much expense and inconvenience that she decided not to take it out. She believed herself to be the only next of kin of the deceased, but it was said she was not prepared to swear positively that the deceased died without issue. She asked leave to use the modified form of oath and to take a grant under sect. 73. She relied especially on two cases: *In the Goods of Reed*, (1874) 29 L. T. (N.S.) 932, which was followed by Jeune P. in *In the Goods of Callicott*, [1899] P. 189.

GORELL BARNES J. I cannot see the principle of those cases. When the matter is sifted to the bottom, you must prove your right to the grant. In cases of presumption of death, the Court gives leave to swear, but it is the applicant who actually swears, that the person is dead. The principle ought to be laid down for guidance in such cases as this. In the case of *In the Goods of Ann Pridham*, (1889) 61 L. T. (N.S.) 302, Butt J. refused to follow *In the Goods of Reed*, and his decision was appealed from and upheld. You had better inquire whether your client is not prepared to swear that she is the next of kin, and then take the grant in the ordinary way.

[This, it was subsequently intimated, would be done.]

GORELL BARNES J. It may be worth while to mention in Court, though I am not required to pronounce judgment, that I have had the papers in the case of *In the Goods of Reed*, (1874) 29 L. T. (N.S.) 932, looked up, and I find that the order made in that case was that administration should be granted "on the usual affidavits shewing her title to the grant being filed in the registry," and that when the matter got into the registry the applicant swore an affidavit stating that she believed that the deceased died without father, and that she was the only next of kin; but, when the grant went, it appears to have been considered by two registrars, who both initialled the grant and let it go to her as next of kin. This was right, because she was the mother, and was as much next of kin as the father. I do not think, therefore, that the report of the case ought to be acted upon without more consideration, for the examination of the cases seems to shew that the report does not give fully what took place.

I have also had the papers in the case of *In the Goods of Pridham*, (1889) 61 L. T. (N.S.) 302, looked up, and it may be of interest to state that the return from the officer who took the note of the hearing in the Court of Appeal was to the effect that the Court stated that the decision was not the subject of appeal. The actual wording of the officer's note is: "Application refused: this is not a subject of appeal." The report (p. 303) of the case states that "The Lords Justices held that the rule of practice must bow to the exigencies of each particular case. They would have been fully prepared to follow the authority cited (*In the Goods of Reed*) if the facts in this case were, in their judgment, sufficiently strong. Upon the evidence, however, they had come to the conclusion that the present application must be refused, and the appeal would, therefore, be dismissed." Then, from what the registrar has told me, the

applicant, who had been thus refused, took out a citation, and upon affidavit of non-appearance thereto, filed a fresh motion, which was also rejected. I suppose that the applicant was trying to get in under sect. 73, and was refused—though the reason why is not stated—I suppose because, if the person, whom it was sought to pass over, were dead, sect. 73 did not come into operation. After being so refused, the applicant in that case did what Mr. Pritchard's client is now willing to do in this case, namely, swear the usual oath and take the grant as next of kin.

What one will have to decide hereafter, as to the principle, I need not now say, as I am not called upon to make any order at all in the present instance.

Counsel: *R. H. Pritchard.*

Solicitors: *Hare & Co.*

H. D. G.

Adm.

THE HARMONIDES.

Nov. 7.

*Collision—Assessment of damage—Value of ship lost.*

On the 5th of March, 1902, in consequence of a collision which occurred, during a fog, in the St. George's Channel, between the steamships *Harmonides* and *Waesland*, the latter vessel sustained so much damage that she shortly afterwards sank with all her cargo and the effects of the passengers and crew. On the 10th of April, in an action of damage by collision, brought by the owners of part of the cargo laden on board the *Waesland*, against the *Harmonides*, the latter vessel was found alone to blame, and, on the 12th of May, the owners of the *Harmonides* obtained a decree limiting their liability at 8*l.* per ton to 27,128*l.*

The claims amounted to 80,477*l.* 13*s.* 5*d.*, including the sum of 31,640*l.* (inclusive of stores, &c.) as the value of the *Waesland*, based on the affidavits of two experts who had known the vessel. At the reference before the Liverpool district registrar, assisted by merchants, the total claims were assessed at 67,734*l.* 9*s.* 11*d.*, the value of the *Waesland* being fixed at 18,000*l.* (exclusive of stores, &c., separately valued), this figure being based on the assumed market value set upon the vessel by a licensed appraiser who had examined the particulars in Lloyd's book. The owners of the *Waesland* appealed.

GORELL BARNES J., in allowing the appeal, and increasing the valuation from 18,000*l.* to 31,000*l.*, said that he agreed with the observations of Dr. Lushington in *The Ironmaster* (1859) Swa. 441, that, in estimating the value of a vessel at the time of a collision, whereby she was lost, the best evidence is the opinion of competent persons who knew the vessel shortly before the time of loss. In the present case, as there was practically no market value for Atlantic liners, such vessels, when they ceased to be profitable, being sold at breaking-up price, the true test of value was what she was fairly worth to her owners.

*Pickford, K.C.*, and *Lewis Noad*, in support of the motion, by way of appeal, on behalf of the owners of the *Waesland*.

*Aspinall, K.C.*, and *Stubbs*, for the owners of part cargo on board the *Waesland*, in support of the finding of the registrar.

Solicitors: *Hill, Dickinson, Dickinson, Hill & Roberts*, Liverpool; *Simpson, North & Co.*, Liverpool.

T. L. M.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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FRIDAY, November 28.

<i>In re a Debtor. Ex parte the Debtor, No. 900 of 1902.</i> Appeal from Mr. Registrar Brougham. Dismissed.
<i>In re a Debtor. Ex parte the Debtor, No. 1126 of 1901.</i> Appeal from Mr. Registrar Brougham. Part heard.
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MONDAY, December 1.

<i>In re a Debtor. Ex parte the Debtor, No. 1126 of 1901.</i> Appeal from Mr. Registrar Brougham. Dismissed.
<i>Patent Exploitation v. Siemens Brothers &amp; Co., Limited.</i> Appeal from Buckley J. Part heard.

TUESDAY, December 2.

<i>Woo'fe v. Automatic Picture Gallery, Limited.</i> Appeal from Kekewich J. Dismissed.
<i>Patent Exploitation v. Siemens Brothers &amp; Co., Limited.</i> Appeal from Buckley J. Part heard.

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<i>Saccharin Corporation v. Wild &amp; Co.</i> Appeal from Kekewich J Stands over for further evidence.
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*Bickmore v. Dimmar.* Appeal from Farwell J. Allowed.  
*Patent Exploitation v. Siemens Brothers & Co., Limited.* Appeal from Buckley J. Part heard.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. **HAMLIN v. JOHN HOUSTON & Co.** Nov. 19.

*Partnership—Principal and agent—Scope of authority—Tortious act of agent—Inducing servant to break contract—Liability of principal—Partnership Act, 1890 (53 & 54 Vict. c. 39), s. 5.*

Application for judgment or a new trial in an action tried before Kennedy J. and a jury.

The action was in substance for damages for inducing a clerk of the plaintiff by bribes to break his contract of service by divulging confidential matters relating to the plaintiff's business, of which he had acquired knowledge in the course of his employment, whereby damage was occasioned to the plaintiff.

The plaintiff was a grain merchant, who bought grains and other by-products from brewers and distillers. The defendants carried on a similar business. The defendants' firm consisted of one Houston and one Strong, who delegated the entire conduct of the business to Houston. The jury found in substance, in answer to questions left to them by the learned judge, that it was in the course of the business of the defendants' firm to obtain by legitimate means information in regard to the contracts made or tendered for with brewers and with buyers of grains by competing firms; that Houston had induced the plaintiff's clerk to break his contract of service by dishonestly and improperly communicating to Houston knowledge as to plaintiff's contracts and tenders which the clerk had acquired in the course of his employment; that Houston had so acted with a view to the advantage of the defendants' firm; that the defendants' firm had thereby profited; and that the plaintiff had been damaged to the extent of 750*l.* On these findings the learned judge gave judgment against the defendants for 750*l.*

*E. Tindal Atkinson, K.C., and G. Spencer Bower, for the defendants.*

*Ruegg, K.C., and Montague Shearman, for the plaintiff.*

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) held that, it being within the scope of Houston's authority to

obtain by legitimate means information of the nature before mentioned, the defendants' firm were responsible for the action of Houston as aforesaid. They therefore dismissed the application.

Solicitors for the plaintiff: *Wood & Wootton.*

Solicitor for the defendants: *C. T. Wilkinson.*

E. L.

C. A. **REYNOLDS v. ASHEY & SON, LIMITED.** Nov. 21.

*Fixtures—Machinery affixed to premises—Trade fixtures—Presumption of law—Mortgage—Hire-purchase agreement—Rights of mortgagee against owner of machinery—Licence to remove trade fixtures—Entry of mortgagee into possession—Question for jury.*

Application for judgment or a new trial by the plaintiff in an action tried before Lawrance J. and a jury.

The action was for recovery of certain machines or their value.

The lessee of land for a term of ninety-nine years, of which only a few years had expired, mortgaged it to secure repayment of an advance. The defendants were transferees of the mortgage. The mortgagor subsequently erected a factory upon the land, and entered into a hire-purchase agreement with the plaintiff, who was a manufacturer of machines, for the supply by the plaintiff of machines for use in the factory. The agreement provided for certain payments as the hire of the machines, which upon the last of those payments were to become the mortgagor's property; and gave power to the plaintiff to determine the hiring and remove the machines, if default were made in the payments under the agreement. The machines were affixed to the factory by the plaintiff's workmen in the following manner. Concrete blocks were let into the floor, in which were fixed upright iron bolts projecting above the concrete. When the machines were placed in position, these bolts passed through holes in the bases of the machines, which were fastened by nuts screwed down upon the bolts. The machines were removable by unscrewing the nuts and lifting the machines off the bolts. The mortgagor made default in payment under the hire-purchase agreement. The mortgagee, having entered into possession of the premises, the plaintiff subsequently gave notice to determine the hiring, and claimed to remove the machines. The defendants refused to give the machines up, claiming them as fixtures which had passed to them as mortgagees.

The learned judge held, upon the authority of *Hobson v. Gorrings*, [1897] 1 Ch. 182, that the machines were fixtures which had passed to the defendants as mortgagees, and accordingly gave judgment for the defendants, without leaving any question to the jury.

*H. Reed, K.C., and Rowlatt, for the plaintiff, contended that upon the facts the machines remained mere movable chattels, and that the learned judge ought to have left the question whether they were fixtures or not to the jury.*

*J. A. Hamilton, K.C., and Keeling (A. Powell, K.C., with them), for the defendants.*

THE COURT (Collins M.R., Romer L.J. and Mathew L.J.) held that the attachment of the machines to the premises as before mentioned raised a presumption that they were fixtures,



and the facts with regard to the hire-purchase agreement did not constitute evidence to rebut that presumption; that the mortgagees having entered into possession of the premises before the plaintiff claimed to remove the machines, the plaintiff had no right to remove them; that there was no question for the jury; and that, consequently, the ruling of the learned judge was correct. They therefore dismissed the application.

Solicitors for the plaintiff: *Scott, Spalding & Bell.*

Solicitor for the defendants: *T. H. E. Foord.* E. L.

B. A. *Ex parte MENDELSSOHN.* Dec. 1.  
*In re MENDELSSOHN.*

*Bankruptcy—Receiving order—Stockbroker—Default on Stock Exchange—Administration of assets by Stock Exchange assignee—Right of Stock Exchange creditor to petition in bankruptcy.*

Appeal from a receiving order, made by Mr. Registrar Brougham, against A. B. Mendelssohn, who was a stockbroker and a member of the London Stock Exchange. The petitioning creditors were Messrs. Ratcliff & Dealtry, stockjobbers, and also members of the London Stock Exchange.

On the account day, the 13th of May, 1901, there was due from Mendelssohn to Ratcliff & Dealtry, for differences in respect of the purchase and sale of stocks, the sum of 986*l.*, and on the 16th of May the debtor was declared a defaulter on the Stock Exchange. The official assignee of the Stock Exchange, in accordance with the rules, took possession of the debtor's assets, and proceeded to realize them and to distribute the proceeds among his Stock Exchange creditors. The assignee also closed the debtor's outstanding contracts on the Stock Exchange at the "hammer" prices of the day. The debtor's outstanding contracts with Ratcliff & Dealtry were ultimately carried out for the principals by other brokers. Out of the moneys received by them through these brokers Ratcliff & Dealtry were, in accordance with the rules of the Stock Exchange, required to pay 281*l.* to the official assignee. They claimed in the Stock Exchange liquidation, and received a dividend of 2*l.* 6*d.* in the pound. They brought an action in the King's Bench Division against Mendelssohn for the 986*l.* and the 281*l.*, in which they obtained from Mathew J. judgment for 1149*l.* and costs: *Ratcliff & Dealtry v. Mendelssohn*, [1901] 2 K. B. 844. This judgment was affirmed by the Court of Appeal, [1902] 2 K. B. 653. Ratcliff & Dealtry, who had received a second dividend of 2*l.* 6*d.* in the pound from the Stock Exchange assignee, served the debtor with a bankruptcy notice for the balance of the judgment debt and costs, after deducting dividends received in the Stock Exchange liquidation, and the debtor committed an act of bankruptcy by failing to comply with the notice. Ratcliff & Dealtry presented a bankruptcy petition against the debtor, founded on this act of bankruptcy and the balance of the judgment debt. The registrar made a receiving order.

The debtor appealed.

*Muir Mackenzie* and *J. R. Atkin*, for the debtor.

*Herbert Reed, K.C.*, and *Carrington*, for the petitioning creditors, were not called upon.

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy J.J.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. was of opinion that there was nothing to prevent the petitioning creditors from obtaining a receiving order. *Whitmore v. Turquand*, (1861) 3 D. F. & J. 107, did not decide that every *cessio bonorum* by a debtor must be taken to be a satisfaction of the debts of the creditors; it was only a decision that this was the proper inference in the particular case. The decision of the Court of Appeal in *Ex parte Ward*, (1882) 20 Ch. D. 356, was inconsistent with the view that, whenever there was a *cessio bonorum*, it must be inferred that there was a satisfaction of the debts. His Lordship felt a difficulty in following the reasoning of Bacon V.-O. in *Ex parte Tynte*, (1880) 15 Ch. D. 125.

STIRLING L.J. said that the petitioning creditors had a present enforceable debt, and the remedy in bankruptcy was wider than that under the Stock Exchange rules, for in bankruptcy after-acquired property of the bankrupt could be made available. The basis of the decision in *Whitmore v. Turquand* was that in the circumstances satisfaction of the debt ought to be inferred. In the present case the Court of Appeal had held that there was no such inference, and this was in accordance with the decision of the Court of Appeal in *Ex parte Ward*. The decision in *Ex parte Tynte* was based on the Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57). But his Lordship was unable to concur in some of the reasoning of the Vice-Chancellor.

COZENS-HARDY L.J. agreed. He thought the case was governed by *Ratcliff & Dealtry v. Mendelssohn*, [1902] 2 K. B. 653. There was no accord and satisfaction of the debt by reason of the Stock Exchange *cessio bonorum*. There was a good judgment debt capable of supporting a bankruptcy petition, and a receiving order ought to be made unless for some reason it would be inequitable to make it. There was no such equity, and the case was covered by *Ex parte Ward*. If *Ex parte Tynte* was intended to lay down any general rule his Lordship could not follow it.

THE COURT gave leave to appeal to the House of Lords.

Solicitors: *Osborn & Osborn; M. Abrahams, Sons & Co.*

W. L. C.

## High Court of Justice.

CHANCERY DIVISION.

Byrne J.

Nov. 29.

*In re* LORD MAYOR, &C., OF SHEFFIELD, AND THE TRUSTEES OF ST. WILLIAM'S ROMAN CATHOLIC CHAPEL AND SCHOOLS, SHEFFIELD.

*Charity—Sale of land—Payment of purchase-money into court—Payment out—Trustees with power of sale—Persons absolutely entitled—Consent of Charity Commissioners—Lands Clauses Consolidation Act, 1845 (8 Vict. c. 18), s. 69—Charitable Trusts Act, 1853 (16 & 17 Vict. c. 137), s. 17.*

Trustees held land and houses upon trust to permit the same to be used for a school, with power, with the consent of the bishop, to sell the houses, or any part thereof, and to give a full discharge for the purchase-money. The corporation of



Sheffield purchased the property from the trustees, and paid the purchase-money into court under sect. 69 of the Lands Clauses Consolidation Act, 1845. The trustees presented a petition asking that the money should be paid out to them as persons "absolutely entitled" to it. No notice of the petition had been given to the Charity Commissioners.

*Kenyon Parker*, for the petitioners, submitted that the consent of the Charity Commissioners was not necessary.

*R. J. Parker*, for the corporation, did not object to the money being paid to the trustees.

*BYRNE J.* said that *In re Hobson's Trusts*, (1878) 7 Ch. D. 708, was still law and was a binding authority, and he made the order as prayed without requiring notice to be given to the Charity Commissioners.

Solicitors: *Geare & Pease*, for *Wake & Sons*, Sheffield; *Richard F. & C. L. Smith*, for *The Town Clerk of Sheffield*.

H. C. R.

Swinfen Eady J.

*In re INMAN.*  
*INMAN v. INMAN.*

Nov. 25.

*Estate pur autre vie—Devise of entire estate—No words of limitation—Intestacy of devisee—Devolution of estate—Wills Act, 1837 (1 Vict. c. 26), s. 6.*

Originating summons.

By his will dated the 15th of November, 1852, a testator gave his wife a life interest in all his property, and subject thereto he devised an equitable estate *pur autre vie*, limited to himself, "his heirs and assigns," to certain trustees, "their heirs and assigns," for the use of his grandson.

The testator died on the 7th of February, 1859, and his wife died on the 27th of December, 1870.

The grandson died on the 9th of May, 1886, a bachelor and intestate.

This summons was issued to determine whether the grandson's estate *pur autre vie* had passed to his heir-at-law, or how otherwise.

Administration to the grandson's estate had not yet been granted.

*R. J. Parker*, for the trustee.

*Theobald, K.C.*, and *Paice*, for a person representing the heir-at-law.

*Sheldon*, for the next of kin.

*SWINFEN EADY J.*, following *Doe v. Lewis*, (1842) 9 M. & W. 652, and *Earl of Mountcashell v. More-Smyth*, [1896] A. C. 158, and declining to follow the Irish decisions in *Wall v. Byrne*, (1845) 2 J. & Lat. 118, and *In re King*, [1898] 1 L. R. 91; [1899] 1 L. R. 90, and distinguishing *Philpotts v. James*, (1784) 3 Doug. 425, on the ground that the devise in that case only passed a life interest, so that the heir took the reversion as special occu-

pant under the original grant, held that, though the entire estate had passed to the grandson under the devise, there was nothing on the face of the will to entitle his heir to take as special occupant, and the estate, therefore, passed to his administrator under the Wills Act, 1837, s. 6.

Solicitors: *Paice & Cross*.

G. R. A.

## KING'S BENCH DIVISION.

K. B. D.

Nov. 19.

*ROWSON v. ATLANTIC TRANSPORT COMPANY.*

*Shipping—Bill of lading—Harter Act (Act of Congress of U. S. A., 1893)—"Faults or errors in management of vessel."*

Trial before *Kennedy J.* without a jury.

The action was for damage to butter which was shipped on board the defendants' ship *Minneapolis* in June, 1900, at New York for carriage to London, and was delivered in London in a damaged condition. The butter was shipped under bills of lading which incorporated the Act of Congress of the U. S. A., 1893, known as the "Harter Act," by sect. 3 of which it is provided, "That if the owner of any vessel transporting merchandise or property to or from any port in the United States of America shall exercise due diligence to make the ship in all respects seaworthy and properly manned, equipped, and supplied, neither the vessel, her owner or owners, agent, or charterers shall become or be held responsible for damage or loss resulting from faults or errors in navigation or in the management of said vessel." At the time of the shipment the insulated chambers in which the butter was carried, and which were connected with the refrigerating machinery of the ship, were sufficiently cooled down, and the ship was in all respects seaworthy for the purpose of receiving the butter on board and carrying it safely to its destination. The damage was caused by negligence of the crew in managing the refrigerating apparatus, whereby in the course of the voyage the temperature of the chambers was allowed to rise too high.

*Hamilton, K.C.*, and *Loehnis*, for the plaintiff.

*Robson, K.C.*, and *D. Stephens*, for the defendants.

*KENNEDY J.* held that the damage was due to faults or errors "in the management of the vessel," and that under the bills of lading the defendants were consequently excused.

*Judgment for the defendants.*

Solicitors for the plaintiff: *Waltons, Johnson, Bubb & Whetton*.

Solicitors for the defendants: *Holman, Birdwood & Co.*

J. F. C.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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**COURT OF APPEAL.**

**RECORD OF BUSINESS.**

**COURT I.**

FRIDAY, December 5.

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TUESDAY, December 9.

Hodson v. City and West End Properties, Limited. Application for judgment or new trial. Dismissed.

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Walker v. London United Tramways, Limited. Application for judgment or new trial. Dismissed.

Collins v. Cooper. Application for judgment or new trial. Part heard.

THURSDAY, December 11.

Roberts v. Guildford Electricity Supply Company, Limited. Application for judgment or new trial. Settled.

Hurd v. Bullock & Swindells. Application for judgment or new trial. Dismissed.

Loeh v. Richard Evans & Co., Limited. Appeal from County Court. Part heard.

**COURT II.**

FRIDAY, December 5.

In re a Debtor, No. 983 of 1902. Appeal from Mr. Registrar Hope Allowed.

In re a Judgment Debtor, No. 2365 of 1902. Appeal from Mr. Registrar Brougham. Dismissed on terms.

Patent Exploitation, Limited v. Siemens Brothers & Co., Limited. Appeal from Buckley J. Part heard.

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In re Lloyd. Lloyd v. Lloyd. Appeal from Farwell J. Allowed.

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MONDAY, December 8.

*Patent Exploitation, Limited v. Siemens Brothers & Co., Limited.*  
Appeal from Buckley J. Part heard.

TUESDAY, December 9.

*Patent Exploitation, Limited v. Siemens Brothers & Co., Limited.*  
Appeal from Buckley J. *Cur. adv. vult.*  
*In re Parkin. Fisher v. Parkin.* Appeal from Kekewich J. Part heard.

WEDNESDAY, December 10.

*Ormerod, Grierson & Co., Limited v. St. George's Ironworks Company, Limited.* Appeal from Kekewich J. Dismissed.  
*In re Parkin. Fisher v. Parkin.* Appeal from Kekewich J. Allowed.  
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THURSDAY, December 11.

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During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

### COURT OF APPEAL.

C. A. THE DUC D'AUMALE. Dec. 1.  
*Admiralty—Collision—Practice—Jurisdiction—Rules of the Supreme Court, 1888, Order XI., r. 1 (g)*—"Necessary or proper party."

On the 22nd of June last a collision occurred in the English Channel, outside British territorial waters, between the British steamship *Camrose* and the French sailing vessel *Duc d'Aumale*, which at the time was in tow of the British steam-tug *Challenge*. After the collision the *Duc d'Aumale* was towed into a French port, and did not come within British jurisdiction.

On the 2nd of July proceedings were instituted in the Tribunal of Commerce at Nantes by the owners of the *Duc d'Aumale* against the owners of the *Camrose*. On the 11th of July the owners of the *Camrose* issued a writ *in personam* against the owners of the *Duc d'Aumale*, and the owners of the tug *Challenge*, for the damage occasioned by the collision. They duly served this writ on the owners of the *Challenge*, and on the 22nd of July applied for, and, on the 8th of August, obtained, the leave of the President to issue a concurrent writ, and serve notice of it at Nantes on La Compagnie Maritime Française, the owners of the *Duc d'Aumale*.

On the 20th of August judgment was given by the Nantes tribunal, by default, holding the owners of the *Camrose*

responsible for the damage occasioned by the collision, and under a convention, existing between France and Belgium, the *Camrose* was arrested at Antwerp, to which port she proceeded after the collision, but was released on an undertaking equivalent to bail. On the 25th of August the owners of the *Duc d'Aumale* entered a conditional appearance, under protest, to the English writ, and moved to set aside the order and service of the notice of the writ, on the ground that the tug *Challenge* had not been in collision, and that there was no cause of action against her owners, the object of commencing the action against the owners of the *Challenge* being solely to bring in the owners of the *Duc d'Aumale*, who were out of the jurisdiction, and who were sued in respect of a cause of action which arose out of the jurisdiction. On the 10th of November, Barnes J. refused the application, holding that the owners of the *Camrose* had a real cause of action against the owners of the *Challenge*, to which action the owners of the *Duc d'Aumale* were proper parties, and that it was unnecessary to inquire into the rights of the parties in Belgium under the proceedings by default in France.

The owners of the *Duc d'Aumale* appealed.

THE COURT OF APPEAL (Collins M.R. and Mathew L.J.) dismissed the appeal, on the ground that Order XI., r. 1 (g), was framed as to exclude an inquiry whether the cause of action arose out of the jurisdiction, the sole question, under the rule, being whether the owners of the *Duc d'Aumale*, out of the jurisdiction, were necessary or proper parties to an action properly brought against the owners of the *Challenge* duly served within the jurisdiction. If the owners of the *Duc d'Aumale* and the owners of the *Challenge* had both been British subjects within the jurisdiction they might be sued together, and one of the parties being out of the jurisdiction, who was a proper party to the litigation, was the very case which the rule was intended to meet.

*Scrutton, K.C.*, and *Noad*, for the appellants, the owners of the *Duc d'Aumale*.

*Pickford, K.C.*, and *Ballock*, for the respondents, the owners of the *Camrose*.

Solicitors: *William A. Crump & Son; Thomas Cooper & Co.*  
T. L. M.

C. A. WOOLFE v. AUTOMATIC PICTURE GALLERY, LIMITED. Dec. 2.

*Patent—Leave to amend specification—Jurisdiction of Comptroller—Application for leave to amend before petition for revocation—Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), s. 18, sub-s. 10; s. 19—Patents, Designs, and Trade Marks Act, 1888 (51 & 52 Vict. c. 50), s. 5.*

Appeal from the decision of Kekewich J., *ante*, p. 137.

The action was brought to restrain the infringement of a patent belonging to the plaintiff. On the 1st of April, 1901, the plaintiff applied to the Comptroller for leave to amend his specification. On the 1st of July, 1901, the defendants presented a petition for revocation of the patent. On the 14th of August, 1901, the Comptroller, having heard the defendants in opposition, granted leave to amend. In September, 1901, the plaintiff commenced this action for infringement of the patent as amended. The defendants objected that the patent could not be treated as amended, on the ground that by sub-sec 10

of sect. 18 of the Patents, &c., Act, 1883, as amended by sect. 5 of the Patents, &c., Act, 1888, the Comptroller had no jurisdiction to grant leave to amend while the petition for revocation was pending. Sect. 18 confers the jurisdiction to give leave to amend, and sub-sect. 10 (as amended by the Act of 1888) provides that "the foregoing provisions of this section do not apply when and so long as any action for infringement or proceeding for revocation of a patent is pending." Sect. 19 of the Act of 1883 provides that in an action for infringement of a patent, and in a proceeding for revocation of a patent, the Court may grant liberty to the patentee to apply at the Patent Office for leave to amend his specification by way of disclaimer, upon such terms as the Court may think fit to impose.

Kekewich J. held that, the application having been made to the Comptroller before the presentation of the petition for revocation, his jurisdiction was not taken away by sub-sect. 10, and that the action could be maintained. The defendants appealed.

*Moulton, K.C., and J. W. Gordon, for the defendants.*

*T. Terrell, K.C., and A. J. Walter, for the plaintiffs.*

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS L.J. said that, though the statute was very difficult to construe, on the whole he had come to the conclusion that the commencement of an action for infringement or a proceeding for revocation of a patent, after an application for leave to amend had been made to the Comptroller, had not the effect of suspending so long as the action or proceeding was pending the jurisdiction of the Comptroller under sect. 18 to give leave to amend the specification. He thought that sect. 18 dealt with amendments in cases in which leave to amend was sought before legal proceedings in relation to the patent had been commenced, while sect. 19 dealt with the power to give leave to disclaim during action part of an invention as claimed. To construe sub-sect. 10 literally would, it had been contended, lead to a result which could hardly have been intended by the Legislature, namely, that the jurisdiction to give leave to amend would practically never revive after the suspension. The very fact that leave to amend had been applied for would import that some amendment was necessary. Generally, though not always, every amendment asked for would be of such a character that the patent would be bad, unless leave to amend was granted. If this were the true view of the consequence of holding that, upon the presentation of a petition for revocation, the power of amendment necessarily came to an end, his Lordship would say that the Court ought not to construe words capable of another construction so as to arrive at such a result. And, in his judgment, the words of sub-sect. 10 were capable of being construed as meaning that the application for leave to amend in the manner pointed out in sect. 18 should not be made while an action for infringement or petition for revocation was pending, and need not be construed as meaning that an application properly made before action or petition (and possibly carried on until the eleventh hour) must be suspended pending the action or petition. There were some considerations which militated against this construction, but his Lordship was not prepared to differ from the rest of the Court in holding that this construction presented less difficulty than any other.

COZENS-HARDY L.J. said that he could not hold that a

patentee who desired to amend by correcting a specification, which, unless corrected, would make the patent bad, was rendered helpless by the mere presentation of a petition for revocation, which, *ex hypothesi*, must succeed. It seemed to his Lordship that whenever proceedings were properly commenced before the Comptroller, whether under sect. 18, sub-sect. 1, without the leave of the Court, or under sect. 19 with the leave of the Court, all the provisions of sub-sects. 2 to 9 of sect. 18 applied.

STIRLING L.J. concurred in the judgment of Cozens-Hardy L.J.  
Solicitors: *W. F. H. Cobbett; Field, Roscoe & Co.*

W. L. C.

C. A.

BICKMORE v. DIMMER.

Dec. 4.

*Lessor and lessee—Breach of lessee's covenant—Mandatory injunction—Covenant not "to make any alteration to demised premises" without previous written consent of lessor—Erection of clock affixed to outside of house.*

Appeal from a decision of Farwell J.

The action was brought by lessors to restrain an alleged breach of one of the lessee's covenants. The defendant was an assignee of the lease. The lease contained a covenant by the lessee that he would not "make or suffer to be made any alteration to" the demised premises without the consent in writing of the lessors first obtained. The premises comprised a shop in a street in Liverpool, in which the defendant carried on the business of a jeweller and watchmaker. He had, without the consent of the plaintiffs and contrary to their expressed wish, erected a large clock, which was affixed to the front wall of the house by means of iron bolts bored into the stonework of the wall. The clock projected from the wall, and had two faces, one looking east, the other looking west. Each face bore the defendant's name and a statement of his business. The plaintiffs complained of the erection of this clock as a breach of the above covenant, and asked for a mandatory injunction to compel the defendant to remove it. There was evidence that it would cost from 15*l.* to 20*l.* to remove the clock and restore the wall as it was before the erection of the clock.

Farwell J. held that there had been a breach of the covenant, and granted a mandatory injunction.

The defendant appealed.

*Jenkins, K.C., and John Rutherford, for the defendant.*

*Butcher, K.C., and W. H. Cochran, for the plaintiffs.*

THE COURT (Vaughan Williams, Stirling, and Cozens-Hardy L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS L.J. was of opinion that the words "alteration to the premises" applied only to alterations which would affect the form or structure of the building. A line must be drawn somewhere: it ought to be drawn so as not to prevent a man who was intended to carry on a business upon the premises from doing acts which were convenient and useful to a tradesman in the ordinary conduct of his business. It could not have been in the contemplation of the parties that the tenant should not be able to affix to the building a lamp or a clock, if he thought it convenient for his business to do so.

STIRLING L.J. was of opinion that there must be excepted from the covenant, not only such things as were essential to the enjoyment of the premises as a jeweller's shop, but also all things proper for the carrying on of the business in a reason-

able manner. This clock was a reasonable and proper mode of giving notice to the public of the business carried on upon the premises.

COZENS-HARDY L.J. said that, when a man had entered into such a covenant and had committed a deliberate breach of it, and there had been no laches on the part of the plaintiff, it would be right to grant a mandatory injunction. But, on the construction of the covenant, he could not agree with Farwell J. The words must have some limitation. They could not apply to a change of the paper of a room, or the putting up of a gas-bracket or of electric bells. His Lordship agreed in the limitation stated by Vaughan Williams L.J., and held that there had been no breach of the covenant.

Solicitors: *Norris, Allens & Chapman*, for *North, Kirk & Cornett*, Liverpool; *W. W. Wynne & Sons*, for *Whitley & Co.*, Liverpool. W. L. C.

C. A.

*In re* LLOYD.  
LLOYD v. LLOYD.

Dec. 6.

*Mortgagor and mortgagee—Interest—Arrears, Mortgagee's right to recover—Administration action—Mortgagor's fund in court—Payment out—Application by mortgagor—Redemption—3 & 4 Will. 4, c. 27, s. 42.*

Appeal from a decision of Farwell J.

E. A. Lloyd by his will, dated in 1861, devised and bequeathed all his real and personal estate to trustees, upon trust, after payment of debts, &c., to pay the income thereof to his wife for life; and after her death, so soon as his children, being sons, should have attained twenty-one, or, being daughters, should have attained that age or married, upon trust to sell his said real and personal estate, and to stand possessed of the proceeds upon trust for the benefit of all his children who, being sons, should have attained twenty-one, or, being daughters, should have attained that age or married, to be divided among them in equal shares.

The testator died in 1862, leaving a widow and children. Francis Lloyd, one of the children, having attained twenty-one, by a mortgage dated the 19th of January, 1867, granted and assigned all his share under the will to C. J. Allen, his heirs, executors, administrators, and assigns, subject to a proviso for redemption on repayment to Allen of 500*l.*, together with interest thereon at 5 per cent. per annum, on the 19th of July, 1867. The mortgage contained the usual covenants by the mortgagor for payment of 500*l.*, and also of interest at 5 per cent. per annum, so long as the principal money remained unpaid; and it was agreed and declared that the mortgagee, his heirs, executors, administrators, and assigns should, out of any real and personal estate which should be received by him in pursuance of the grant and assignment thereinbefore contained, in the first place pay all costs in connection with the premises, and in the next place pay and satisfy the moneys for the time being owing on the security, and then pay the remainder (if any) to the mortgagor. The deed contained a power of sale, but no power of attorney enabling the mortgagee to sue or give receipts in the absence of the mortgagor.

On the 5th of August, 1867, F. Lloyd, the mortgagor, died.

The widow of the testator, E. A. Lloyd, died in 1900, whereupon this action was instituted for the administration of his estate, and under orders made in it his real and personal

estates were sold, and the proceeds divided, the share of F. Lloyd being carried over to a separate account, "Share of Francis Lloyd."

Subsequently a summons was taken out by F. Lloyd's legal personal representatives, asking for payments out to them of the balance of the fund in court standing to the separate account, after payment of the sum due to the legal personal representatives of Allen, the mortgagee (who had died), for principal and six years' interest; and Farwell J. made an order to that effect, refusing to allow Allen's representatives interest beyond six years.

Allen's representatives appealed.

The question was whether the case fell within sect. 42 of 3 & 4 Will. 4, c. 27, which enacts that "no arrears . . . of interest in respect of any sum of money charged upon or payable out of any land and rent . . . shall be recovered by any distress, action, or suit but within six years next after the same respectively shall have become due."

*Butcher, K.C.*, and *R. J. Parker*, for Allen's representatives.

*Levett, K.C.*, and *Errington*, for F. Lloyd's representatives.

THE COURT (Vaughan Williams, Romer, and Stirling L.J.J.) in a considered judgment, said that all the statute did was to take away from the mortgagee his remedy "by distress, action, or suit"; and the general rule was that, where the remedy of a creditor for his debt was barred by statute, but the right remained, he might enforce that right by means of any law or right of retainer that was available to him: *Higgins v. Scott*, (1831) 2 B. & Ad. 413; 36 R. R., 607; *Courtenay v. Williams*, (1844) 3 Hare, 551. In the present case the mortgagees had never had in their hands the proceeds of sale of the mortgaged property. Nevertheless, they were not at the present time seeking to recover arrears of interest by "distress, action, or suit": they had taken no step whatever for the recovery of arrears of interest. They claimed under a mortgage deed, according to the terms of which their title had long since become absolute. The pending proceeding was being taken by the legal personal representatives of a mortgagor, against whom the mortgagee's title had become absolute, and on whom a Court of Equity had the power to impose terms as the price of the relief which it might see fit to give.

Their Lordships thought that the representatives of the mortgagor ought only to be allowed to recover the fund against the mortgagees upon the same terms as if they had brought an action for redemption, namely, upon the terms being required to pay all the arrears of interest: *Edmunds v. Waugh*, (1866) L. R. 1 Eq. 418; *In re Marshfield*, (1883) 34 Ch. D. 721; *Dingle v. Coppin*, [1899] 1 Ch. 726. The decision in *In re Slater's Trusts*, (1879) 11 Ch. D. 227, appeared to have overlooked the terms of sect. 42 of the statute, and the difference between the position of a mortgagee who was proceeding actively himself and that of one who was simply resisting proceedings by his mortgagor. That decision, in the Lordships' opinion, ought not to be followed. They thought, therefore, that in the circumstances of the present case the appellants were entitled, notwithstanding sect. 42, to receive their full arrears of interest out of the fund in court, before the representatives of the mortgagor received anything. Accordingly the appeal must be allowed, with costs.

Solicitors: *Norris, Allens & Chapman*; *Palmer & Bull*.

G. I. F. C.

# High Court of Justice.

## CHANCERY DIVISION.

Kekewich J. *In re PHILLIPS' TRUSTS.* Dec. 4.

*Assignment—Reversionary trust fund—Priority—Notice to one of several trustees—Death of trustee having notice.*

By an agreement for a settlement dated the 6th of December, 1882, made in contemplation of the marriage of Mrs. Maclurcan (then Miss Mortimer), it was agreed that all property to which she then was, or might during her coverture become, entitled should be settled. At this date she was entitled under the will of Joseph Phillips, deceased, to a share of a trust fund in reversion expectant on the death of her mother, and contingently on her surviving her.

One of the trustees of the will, G. L. Parkin, who was a solicitor, prepared this agreement, and therefore had notice of it; but no formal notice of the agreement was given to the trustees of the will, and it did not appear that either of the two other trustees had in fact notice of it.

In 1887 Mr. G. L. Parkin and another trustee had died, and two new trustees of the will were appointed in their place.

By an indenture dated the 24th of January, 1894, Mrs. Maclurcan for valuable consideration absolutely assigned her reversionary interest to the Law Life Assurance Society. The society made inquiries of the then trustees of the will as to any dealings by Mrs. Maclurcan with this reversionary interest, but were not informed of the agreement for settlement since the trustees themselves had no notice of it. Mrs. Maclurcan also made a statutory declaration that no settlement was executed on her marriage.

Mrs. Maclurcan survived her mother, and died very shortly afterwards in August, 1901, leaving an infant child the sole beneficiary under her marriage settlement. The fund having thus fallen into possession, it was claimed both by the Law Life Assurance Society and by the infant.

*T. T. Methold*, for the Law Life Assurance Society, relied upon *Timson v. Ramsbottom*, (1837) 2 Keen, 35, and *In re Hall, Nolan v. O'Brien*, (1880) 7 L. R. Ir. 180.

*W. M. Cann*, for the surviving trustee of the will.

*C. W. C. Procter*, for the infant and the trustee of the settlement, submitted that the right of the beneficiary under the settlement ought not to turn upon the question whether or not the trustee who had notice survived his co-trustees.

KEKEWICH J. thought that the question was concluded by authority. The law had been summarised by Byrne J. in the recent case of *Freeman v. Laing*, [1899] 2 Ch. 355, 358, in a passage in which he said: "It has also been held that an assignee who has given notice to one only of several trustees is not entitled to priority over a subsequent assignee who takes his assignment after the death of the trustee to whom notice was given." The learned judge did not state that as settled law, but stated it as having been held; still there was no doubt that that was what he understood to be the law. His Lordship, therefore, held that the Law Life Assurance Society were entitled to the fund.

Solicitors: *Walters & Co.*; *E. G. Watson*; *Tatham & Procter*.  
H. B. H.

Kekewich J. *In re BROWN'S POLICY.* Dec. 5.  
*BROWN v. BROWNE.*

*Husband and wife—Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), s. 11—Policy for benefit of "wife and children"—Death of wife and subsequent marriage of assured.*

Under the provisions of the Married Women's Property Act, 1882, s. 11, a man in December, 1891, effected a policy of assurance on his own life "for the benefit of his wife and children." He had a wife and children then living. The wife died, and he married again, and had a child by the second marriage. The second wife and all the children survived him. The questions were, first, whether the widow took any interest under the policy, and, secondly, whether the children entitled to take were the children of the one marriage exclusive of the child of the other, or whether all the children stood on the same footing.

*Gatey*, for the children of the first marriage.

*Frank Russell*, for the widow.

*Austen-Cartmell*, for the child of the second marriage.

KEKEWICH J. held that the widow and the child of the second marriage were entitled to take. The settlor could not reasonably be supposed to have intended to benefit only the children living at the date of the policy; and if children by a second marriage were let in, there could be no good reason for excluding their mother. The language of the Act gave little assistance. It said that such a policy should "create a trust in favour of the objects therein named." No one was in the strict sense "named" in this policy, and the word was not happily used. There was no reason why the trust should not include objects as yet unascertained, and, of course, the ordinary marriage settlement created a trust of that character. Therefore what the Act meant was that there was a trust created by the policy in favour of the persons designated thereby, and for such interests as were there stated according to the true construction of the instrument.

Solicitors: *Patersons, Snow, Bloxam & Kinder*.

C. C. M. D.

Wright J. *In re SALMON.* Dec. 3.  
*Ex parte THE TRUSTEE.*

*Bankruptcy—Mortgage reserving right of consolidation—Subsequent mortgages of same property—Third mortgage including other property—Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 17.*

On the 9th of May, 1883, the debtor executed a first mortgage of certain property, which contained a proviso that the mortgagor or any person deriving title under him should not "in respect to the redemption of the mortgage hereby created be entitled to any of the powers expressed to be conferred on a mortgagor by sect. 17 of the Conveyancing Act, 1881."

In March, 1900, he made a second mortgage of the same property to another person; and in February, 1901, he made a third mortgage of the same property to a third party; but this mortgage also included an annuity and a policy of assurance. In July, 1901, the debtor became bankrupt. Shortly afterwards the second mortgagee took transfers of the first and

third mortgages. The trustee in bankruptcy now claimed to redeem the third mortgage only.

*Hansell*, for the trustee.

*Clayson*, for the second mortgagee, contended that the trustee could not redeem the third mortgage without also redeeming the first and second mortgages.

WRIGHT J. held that the trustee's contention failed. The 17th section of the Conveyancing Act, 1881, seemed to point rather to cases of separate mortgages of different properties by the same mortgagor than to cases where there were several mortgages on the same property. But, assuming the case fell within the section, the proviso in the first mortgage entitled the second mortgagee to the consolidation he claimed.

Solicitors: *Simpson, Cullingford & Co.*; *Collyer-Bristow, Hill & Co.* H. L. F.

Swinfen Eady J. *In re FARNSIDES.* Dec. 2.  
BAINES v. CHADWICK.

*Will—Estate duty—Incidence—General power—Appointed fund—Residue—Direction to pay testamentary expenses—Finance Act, 1894 (57 & 58 Vict. c. 30), s. 9, sub-s. 1.*

Originating summons.

By her will, dated the 21st of April, 1897, a testatrix, having directed certain persons appointed as executors and trustees to pay her funeral and testamentary expenses and debts, bequeathed certain specific personalty, over which she had a general power of appointment, to her trustees upon trust for the benefit of certain specific legatees.

She devised and bequeathed her residuary real and personal estate to her trustees upon trust for sale and conversion, the net proceeds, after payment of the costs of such sale and conversion, to be paid to certain residuary legatees.

The testatrix died on the 20th of June, 1898.

This was a summons for the administration of the trusts of the will.

On taking certain accounts in chambers, the question arose whether the estate duty on the appointed fund ought to be borne by that fund or the residue.

*Hon. E. C. Macnaghten, K.C.*, and *Christopher James*, for the executors.

*Mickletham, K.C.*, and *Kenyon Parker*, for the residuary legatees.

*Eve, K.C.*, and *Patullo*, for the specific legatees.

SWINFEN EADY J. held that the appointed fund had passed to the executors "as such" within the meaning of sect. 9, subsect. 1, of the Finance Act, 1894, so that the estate duty was payable out of residue.

He also held that the will itself imposed this duty on the residue, the residuary estate being what remained after satisfying the previous dispositions of the will, including the direction to pay testamentary expenses, which covered estate duty: *In re Clemow*, [1900] 2 Ch. 182.

Solicitors: *Speckly, Mumford, Rodgers & Craig*, for North & Sons, Leeds; *C. O. Humphreys & Son*; *Helder, Roberts & Co.*, for *Simpson & Co.*, Leeds. G. R. A.

## PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

Probate.

Dec. 1, 8.

IN THE GOODS OF JOHN BALL.

*Administration—Creditor—Escheated land—Land Transfer Act, 1897 (60 & 61 Vict. c. 65), s. 1.*

Motion for administration with will annexed.

John Ball died on the 12th of February, 1902, leaving a will bearing date the 28th of October, 1881, wherein he named, as his sole executrix and universal legatee and devisee, his wife Rebecca Ball, who predeceased him.

The estate consisted of personalty 60*l.* 12*s.* 11*d.*, and realty 187*l.* 10*s.*

Edward Adamson, a creditor, now applied for administration with the said will annexed.

The next of kin (if any) had been cited by advertisements, but no appearance had been entered to the said citation.

The Solicitor to the Treasury had been served with a copy of the citation.

*Newson*, for the applicant. Letters of administration now cover not only personalty, but realty. *In the Goods of Hartley*, [1898] P. 40, is distinguishable. The creditor would have to hold any balance of the real estate (after sale and payment of debts and expenses) on behalf of the Crown.

[GORELL BARNES J. Have you any rights, as against the Crown, for a man's debts, in respect of escheated lands?]

There is no exception made in the 1st section of the Land Transfer Act, 1897.

*R. J. Parker*, for the Crown. The present position is that it has already been decided in the case of *In the Goods of Hartley* that the Land Transfer Act, 1897, does not bind the Crown, and the law officers have so advised. Therefore, there can be no objection to the grant going to the creditor in the ordinary form—that is, to all the estate which by law devolves to and vests in the legal personal representative of the deceased. That is the ordinary form, and such a grant would be a purely innocuous grant, leaving the question of law still open. The Solicitor to the Treasury has no power to give any consent to a grant as to the realty: he can only consent to grants in respect of personal estate. The whole subject will, it is believed, shortly be considered again by the law officers of the Crown.

GORELL BARNES J. made a grant to the applicant of letters of administration with the will annexed of all the estate of the deceased which by law devolves to and vests in the legal personal representative of the deceased. The Court could hardly be expected to decide at a moment's notice the extremely difficult point which had been raised, and which would still remain open.

Solicitors: *Kingsford, Dorman & Co.*, for *William Dawes*; *Rye*; *The Solicitor to the Treasury*. H. D. G.



**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledge the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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*Mediterranean and New York Steam Ship Company v. Mackay.* Appeal from Bucknill J. Part heard.

## THURSDAY, December 18.

- Mediterranean and New York Steam Ship Company v. Mackay.* Appeal from Bucknill J. Dismissed.  
*Mellor v. Maas.* Appeal from Wright J. Dismissed.

## COURT II.

## FRIDAY, December 12.

- Stagg v. Medway (Upper) Navigation Company.* Appeal from Swinfen Eady J. *Cur. adv. vult.*  
*In re Jaques, deceased. Hodgson v. Braisby and Others.* Appeal from Buckley J. Part heard.

## SATURDAY, December 13.

- In re Jaques, deceased. Hodgson v. Braisby and Others.* Appeal from Buckley J. Part heard.

## MONDAY, December 15.

- Sebastian Ziani de Ferranti v. British Thompson Houston Company, Limited.* Appeal from Swinfen Eady J. Dismissed.  
*In re Jaques, deceased. Hodgson v. Braisby and Others.* Appeal from Buckley J. Dismissed.  
*In re Letters Patent No. 5889 of 1897.* Appeal from Buckley J. Part heard.

## TUESDAY, December 16.

- In re Letters Patent No. 5889 of 1897.* Appeal from Buckley J. Part heard.

## WEDNESDAY, December 17.

- In re Letters Patent No. 5889 of 1897.* Appeal from Buckley J. Allowed.  
*Isach Hassan v. Abdu Harari.* Appeal from Swinfen Eady J. Dismissed.  
*North American Land and Timber Company v. Watkin.* Appeal from Kekewich J. Part heard.

## ERRATUM.

IN THE GOODS OF JOHN BALL, *ante*, p. 226.

The reference to the case of *In the Goods of Hartley* should be [1899] P. 40.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

## Supreme Court of Judicature.

## COURT OF APPEAL.

- C. A. SMITHERS v. WALLIS. Dec. 12.  
*Employer and workman—Compensation—Employment in agriculture—Occasional employment in other work—Accident elsewhere than on land of employer—Workmen's Compensation Act, 1900 (63 & 64 Vict. c. 22).*

Appeal from an award of a county court judge under the Workmen's Compensation Act, 1900.

The applicant was the widow of a gardener who was employed mainly in agriculture, but partly in other work. The accident which caused the death of the deceased happened while he was driving his employer's carriage, and at a distance of over three miles from his employer's premises. The county court judge made an award in favour of the applicant, against which the employer appealed.

*Ruegg, K.C.*, and *G. T. Sills*, for the employer.

*Herbert Reed, K.C.*, and *D. Stephens*, for the applicant.

THE COURT (Collins M.R., Romer L.J., and Mathew L.J.) held that to entitle an applicant to an award of compensation under the Workmen's Compensation Act, 1900, it is not necessary that the accident in respect of which compensation is sought should have occurred "on or in or about" the land of the employer, and dismissed the appeal.

Solicitors: *Cattarns & Co.*; *Blythe, Dutton, Hartley & Blythe*, for *Foster & Wells*, Aldershot. A. M.

- C. A. *In re JAQUES.* Dec. 13.  
 HODGSON v. BRAISBY.

*Will—Double portions—Hotchpot—Satisfaction—"Advances of moneys lent."*

A testator, who died in 1901, by his will gave his residuary

real and personal estate upon trusts in certain shares in favour of his two daughters respectively for life, with remainder to their children.

By a codicil the testator declared that one of the daughters, Elizabeth Braisby, who had married since the date of his will, should not participate in the benefits under the trusts of the will without first bringing into hotchpot, as part of his residuary personal estate, "the total amount of any advances or moneys lent by me to the said Elizabeth Braisby or her husband, or either of them since their marriage." Between the dates of the will and codicil, the testator voluntarily purchased certain freehold lands, including a house, and had them conveyed, as to part, to his daughter, Elizabeth Braisby, in fee, and as to the remainder, to her husband in fee. The testator himself paid the whole of the purchase-moneys, and he also paid for certain repairs to the house. None of these moneys were paid at the request of his daughter or her husband, and he never demanded payment from either of them.

The question raised by originating summons was whether, in ascertaining the shares of the two daughters under the will and codicil, those moneys should be brought into account by Elizabeth Braisby as "advances or moneys lent" by the testator.

Byrne J. decided the question in the negative.

The other daughter appealed.

*Uppala, K.C.*, and *A. H. Jessel*, for the appellant.

*R. J. Parker*, for Mr. and Mrs. Braisby.

*Warrington, K.C.*, and *E. S. Ford*, for the infant children of Mr. and Mrs. Braisby.

THE COURT (Vaughan Williams, Stirling, and Cozen-Hardy L.J.J.) agreed with Byrne J. upon the construction of the codicil, saying that the rule against double portions had no application to the case. Their Lordships declined to adopt the view taken by North J. in *In re Vickers*, (1888) 37 Ch. D. 535, 534, of the meaning of the comments of Jessel M.R. in *In re Lawes*, (1881) 20 Ch. D. 81, 88, on Sir W. Grant's judgment in *Bengough v. Walker*, (1806) 15 Ves. 507, 512; 10 R. R. 106. The appeal must be dismissed with costs.

Solicitors: *McDiarmid & Hill*, for *R. Davis*, Hull; *Rollit & Sons*, for *Shackles & Dunkerly*, Hull. G. I. F. C.

properly taxable under the House of Commons Costs Taxation Act, 1847. The master had refused to make an order for taxation of the bill, but on appeal Ridley J. reversed his decision.

*Danckwerts, K.C.*, and *Vesey Knox*, for the appellants.

*Warrington, K.C.*, and *Tudor Howell*, for the respondents.

THE COURT (Collins M.B. and Romer L.J.) held that, where a bill of costs delivered by parliamentary agents, who were likewise solicitors, related exclusively to work done by them merely in the capacity of parliamentary agents, and not in that of solicitors, the bill was not referable for taxation as a solicitor's bill under the Solicitors Act, 1843, s. 37. In order that a bill may be so referable, it must relate wholly or in part to business connected with the profession of a solicitor—business in which the solicitor was employed because he was a solicitor, or in which he would not have been employed, if he had not been a solicitor, or if the relation of solicitor and client had not subsisted between him and his employer. They therefore allowed the appeal.

Solicitors for appellants: *Baker, Lees & Co.*

Solicitors for respondents: *Blair & W. B. Girling.*

E. L.

## High Court of Justice.

CHANCERY DIVISION.

Kekewich J.

Dec. 5.

*PARDY'S MOZAMBIQUE SYNDICATE, LIMITED v. ALEXANDER.*

*Practice—Discovery of documents—Application by one defendant for inspection of documents referred to in affidavit of documents made on application of another defendant.*

In an action by a company against several defendants seeking to make them jointly and severally liable as promoters in respect of an alleged secret profit, one of the defendants, on making the usual deposit, obtained an order for discovery of documents by the plaintiffs, and the usual affidavit was made by their secretary accordingly. Subsequently another defendant applied that the plaintiffs might be ordered to produce to her documents referred to in the schedule to the affidavit, with liberty to her to inspect, peruse, and take copies, abstracts, and extracts. The application was opposed by the company.

*A. R. Kirby*, for the applicant.

*Mark Romer*, for the company.

KEKEWICH J. referred to *Moore v. Peachey*, [1891] 2 Q. B. 707, and said that that case seemed to him to shew that, unless there was an evasion of rule 26 of Order XXXI. of the Rules of the Supreme Court, 1883, as to deposit, there was no reason why there should be a further deposit in a case such as the present one. It did not appear that there was any evasion of the rule in this case. His Lordship then referred to rules 12, 14, and 15 of Order XXXI., and said that it must be conceded that the rules did not in terms cover this particular case, but he thought that there was sufficient in the rules to enable him to make the order. The words of rule 14 were clear and without qualification; and it was essential to the administration of justice that the Court should have power to prevent a further affidavit of

C. A.

Dec. 15.

IN THE MATTER OF BAKER, LEES & Co.

*Solicitors—Parliamentary agents—Bill of costs—Taxation of costs—Promotion of Private Act—Work done by solicitors merely as parliamentary agents—Solicitors Act, 1843 (6 & 7 Vict. c. 73), s. 37.*

Appeal from an order of Ridley J. at chambers, referring a bill of costs delivered by the appellants, Baker, Lees & Co., for taxation to a taxing master of the High Court.

The appellants, who were solicitors and parliamentary agents, had been employed, as parliamentary agents, by the respondents, who were the promoters of an Act called the Mexborough and Swinton Tramways Act, 1902, which was passed in the session of 1902. The above-mentioned bill of costs related exclusively to the appellants' costs and charges in relation to the promotion of that Act in Parliament, and the appellants' affidavit stated that the items therein contained related wholly to work done and expenses incurred by them as parliamentary agents

documents being made, and on the application of a defendant to order the plaintiff to produce to him the documents which, on the application of another defendant, the plaintiff had admitted to be in his possession or power. But it was possible that documents which were relevant between the plaintiff and the one defendant might not be relevant as between the plaintiff and the other defendant; and therefore, in this case, the order must be on the terms that the plaintiffs should be at liberty to withhold or seal up documents not relating to the matters in question between the plaintiffs and the applicant.

Solicitors: *G. M. Folkard; Cheston & Sons.* C. C. M. D.

Kekewich J. *How v. WINTERTON.* Dec. 11.

*Trustee—Account—Rents and profits—Direction to accumulate—Disbursements—Subscription to charity—Voluntary school rate.*

Mary Rabett, deceased, late of Bramfield Hall, Suffolk, by her will made in 1874 devised all her real estate to trustees upon trust to pay out of the rents and profits certain annuities, and to invest and accumulate the surplus rents and profits for a period of fourteen years.

By the judgment in this action, which was brought by one of the annuitants against the sole existing trustee of the will, an account was directed of the rents and profits received by the defendant during the fourteen years, and in taking the account the master disallowed (*inter alia*) a sum of 11. 5s. paid by the defendant for a voluntary school rate.

The defendant took out this summons to vary the master's certificate by allowing (*inter alia*) this sum.

*Warrington, K.C.*, and *W. L. Richards*, for the defendant.

*Mark Romer*, for the plaintiff.

KEKEWICH J. said that the question was whether the defendant ought to be allowed a sum which as trustee of the rents and profits of real estate he had contributed to the support of a school which was not provided by the State, and therefore was not entitled to be supported out of the rents and profits. In one sense this was a mere subscription, and it could not be allowed as such. This payment was, however, ascertained, not by the generosity of the donor, but by an appeal to the rate-book, and if no one paid for the maintenance of this voluntary school the result would be that a board school would be established at a greater cost. He thought, therefore, that this payment might be justified upon the principle that a trustee ought to be allowed what he reasonably paid to buy off a bigger payment. Further, he saw no reason why this sum should not be allowed as part of the trustee's costs, charges, and expenses, but he preferred to base his decision upon the former ground.

Solicitors: *Crowders, Vizard & Oldham*, for *Mellersh*, Godalming; *Bramall, White & Sanders*, for *Harvey & Harvey*, Southsea.

H. B. H.

Kekewich J. *In re ALPHA COMPANY.* Dec. 12.  
*WARD v. ALPHA COMPANY.*

*Practice—Debenture-holder's action—Right of plaintiff to discontinue after judgment.*

In an action by a debenture-holder, suing on behalf of himself and other debenture-holders, against the company the

usual judgment was given. The amount due to the plaintiff was subsequently paid in full, and the company applied for a stay of proceedings, but the question was raised whether the rule which prevails in creditors' administration actions was not applicable by analogy, so as to preclude the plaintiff from discontinuing his action after judgment. It was stated, but not proved, that the plaintiff was in fact the only debenture-holder.

*Crossfield*, for the company.

*Martelli*, for the plaintiff, referred to *Handford v. Storie*, (1825) 2 Sim. & St. 196, 199.

KEKEWICH J. said that a debenture-holder's action was entirely different from a creditor's administration action. In the latter form of action the judgment contained a direction that the estate should be applied in a due course of administration; the Court thereby took upon itself the duty of administering the assets, and accordingly after judgment the plaintiff ceased to be *dominus litis*, and could not discontinue the action until all the debts were paid. The judgment in a debenture-holder's action contained no such direction, and it was competent for the plaintiff to discontinue his action, subject to the right of any other debenture-holder to come in and claim the benefit of it. The observations of Leach V.-C. in *Handford v. Storie* were consistent with this view. Accordingly, as the plaintiff in the present case had received no notice of any claim by any other debenture-holder, there was no reason why proceedings should not be stayed.

Solicitors: *Burton, Yeates & Hart*, for *Glaisyer, Porter & Tangey*, Birmingham; *Alfred Double*. C. C. M. D.

Wright J. *In re LAKE.* Dec. 11.

*Ex parte CAVENDISH.*

*Bankruptcy—Equitable mortgages—Notice—Priority.*

This was an application which raised the question which of two equitable mortgages had priority over the other. In 1898 G. B. Lake, a solicitor, was entrusted by one Cavendish with a sum of money for investment, but he misappropriated it. On the 6th of April, 1899, Lake executed a mortgage of certain policies on his life (subject to prior charges) to secure to Cavendish part of the money misappropriated. Lake did not inform Cavendish of the mortgage nor give notice of it to the insurance offices. In December, 1899, Lake executed another mortgage of the same policies to one Cox as trustee for certain named clients whom he had defrauded, but did not tell Cox of the mortgage of the previous 6th of April. In June, 1900, Cox gave notice of his mortgage to the insurance offices, and shortly afterwards Lake became bankrupt. In December, 1900, the mortgage of the 6th of April, 1899, was found at Lake's office, and Cavendish at once gave notice to the insurance offices, and now claimed priority over Cox's mortgage.

*Reed, K.C.*, and *Johnson*, for Cavendish, contended—(1) that under the circumstances Lake was a trustee of the policy moneys for Cavendish, and could not afterwards in breach of trust give a better title to subsequent incumbrances, and relied on a *dictum* of Jessel M.R. in *Mumford v. Stokess* (1874) L. R. 18 Eq. 562; and (2) that the doctrine of notice was

based on laches—*Dearle v. Hall*, (1828) 3 Russ. 1—and there had been no laches by Cavendish.

*R. B. Acland*, for Cox.

*Northcote*, for the trustee in bankruptcy.

WRIGHT J. held that the *dictum* of Jessel M.R. in *Mumford v. Stohwasser* did not apply, as the facts in the present case were not the same. The principles on which *Dearle v. Hall* was decided had been pointed out by Lord Lyndhurst in *Foster v. Cockerell*, (1835) 9 Bl. (N.S.) 332, and it was now well settled that, in the case of equitable incumbrancers, the one who first gave notice was entitled to priority. Cavendish, therefore, was not entitled to the priority he claimed.

Solicitors: *Bompas, Bischoff & Co.*; *Longbourne, Stevens & Co.*; *Leigh & Pemberton*.

H. L. F.

Farwell J.

ASHTON v. EMANUEL.

Dec. 5

*Practice—Trial of action—Judgment in default of appearance—Application to restore—Extending time for application—Rules of the Supreme Court, 1883, Order XXXVI., r. 33; Order LXIV., r. 7.*

The writ in this action was marked for Swinfen Eady J., and on the 12th of August, 1902, the plaintiff gave notice of trial before Swinfen Eady J. for the 23rd of August.

The action came on for trial on the 6th of November last before Farwell J. No one appeared for the defendant, and judgment was given for the plaintiff with costs.

On the 2nd of December notice of motion was given to the plaintiff on behalf of the defendant for an order that the judgment of the 6th of November might be set aside upon such terms as the Court might think fit, and that the action might be restored to the paper, and that, so far as might be necessary, the time for making the application might be extended.

A clerk of the defendant's solicitor deposed that on instructions from his principal he searched the Chancery Cause List to see if the case had been set down for hearing pursuant to the notice of the 12th of August, and on several occasions he searched the cause book of Swinfen Eady J.; that he only searched the cause book of Swinfen Eady J. because the notice was given for the trial of the action before him, and that he forgot for the moment that such judge was not taking witness actions at that time, which were being tried by Farwell J.; that not finding any entry in the said cause book, he had assumed that the action had not been set down, and that the notice of trial had lapsed; that it was not until the 29th of November that his principal was aware that the action had been tried when on that day he received a notice from the taxing master fixing the 5th of December for the taxation of the plaintiff's costs of the action.

*A. J. Chitty*, for the application, referred to Order XXXVI., r. 33; Order LXIV., r. 7; *Cockle v. Joyce*, (1877) 7 Ch. D. 56, and offered to pay all the costs thrown away and the costs of the application.

*Cassel*, for the plaintiff, contended that the defendant was not only out of time, but that no substantial reason was given for restoring the action. There was no affidavit by the defendant himself or his solicitor.

FARWELL J. I am very unwilling to deprive a litigant from

having his case heard. I think there has been a slip here. I understand the costs of the action are to be taxed to-day. There will be liberty to restore the action to the list on condition that the defendant, within seven days of the taxing master's certificate, pays all the costs that have been thrown away and the costs of this application, and 10% must be deposited in the joint names of the solicitors of both parties to pay the taxed costs of this application.

Solicitors: *H. Wilson*; *Stanley, Woodhouse & Co.*

H. L. F.

Farwell J.

In re MANN.

Dec. 9.

HARDY v. ATTORNEY-GENERAL.

*Charity—Gift for benefit of named institute—Institute erected for general benefit of inhabitants—Use for purposes not charitable—General charitable intent.*

A testatrix gave 3000*l.* to trustees, to be applied according to their discretion, for the benefit of the Mann Institute in Moreton-in-Marsh, in the county of Gloucester. It appeared from the evidence that the Mann Institute was the name, given by the testatrix, of a building erected by herself as a memorial to her father, and intended to be used for the general benefit of the inhabitants of Moreton-in-Marsh. She had never conveyed the building to trustees, or executed any deed constituting herself a trustee, but had kept the building under her own control. In fact, a part of it had been let at a nominal rent to a working men's club; and a hall, forming other part of it, had been let from time to time for meetings, lectures, and concerts at a fixed scale of charges. This summons was taken out by the trustees for the determination of the question whether the gift of 3000*l.* was a good charitable bequest.

*J. L. Beattie*, for the summons.

*R. J. Parker*, for the Attorney-General.

*Tyssen*, for the residuary legatees.

FARWELL J. said that, assuming that the testatrix had not conveyed the land or created a trust of it in a way sufficient to bind her residuary devisees, the gift of 3000*l.* must be taken to be a gift to be applied to the purpose for which the institute was intended. That was a good charitable purpose, and the modes in which the institute was used during the testatrix's life, though not strictly charitable, were not inconsistent with that purpose. The gift was therefore good, and a scheme must be directed.

Solicitors: *Leslie & Hardy*; *Solicitor to the Treasury*.

J. R. B.

Buckley J.

In re GARWOOD'S TRUSTS.

Dec. 10.

GARWOOD v. PAYNTER.

*Partnership—Assignment of share—Payment of salaries to partners—Right of assignee to interfere—Partnership Act, 1890 (53 & 54 Vict. c. 39), ss. 24, 31.*

Three partners were carrying on business under the terms of a deed which provided that they should be entitled to the profits in equal shares, but contained no affirmative clause defining the duties of the partners, nor any provision for the

payment of a salary to any partner. By a settlement made in 1889 J. T. Garwood, one of the partners, charged his share in the undertaking with payment to trustees of 10,000*l.* and interest, and he also covenanted to pay to them all the rest of his share of the profits after making certain payments. Subsequently to the date of this charge the partners came to an agreement under which Garwood received a salary for about two years, and the other partners received permanent salaries. It was proved that this was done *bonâ fide*, and that the partners did work for their salaries. The question in dispute was whether as against the assignees of Garwood's share the payment of interest could be supported.

*Buckmaster, K.C.*, and *Clauson*, for the *cestuis que trust* under the settlement.

*Asbury, K.C.*, and *Borthwick*, for one of the partners.

*H. Terrell, K.C.*, and *Sheldon*, for Garwood.

BUCKLEY J. said that by sect. 24 of the Partnership Act, 1890, subject to any agreement express or implied between the partners, no partner was entitled to remuneration for acting in the partnership business. By sect. 31 an assignment by any partner no longer effected a dissolution of the partnership, nor did it give the assignee any right to interfere in the business; and the assignee must accept the account of profits agreed to by the partners. Here the partners had *bonâ fide* considered that it would be advantageous to the partnership that this work should be done, and that they should be paid for it; and possibly it had resulted in increased profits. The assignees could not dispute the salaries and take those profits. That was within sect. 31, and the salaries must be allowed.

Solicitors: *Collyer-Bristow, Hill, Curtis & Dods*, for *Ralph Sheriton Holmes*, Newcastle-upon-Tyne; *King, Wigg & Co.*, for *Clayton & Gibson*, Newcastle-upon-Tyne; *Withers, Pollock & Crow*.  
H. C. R.

Swinfen Eady, J.

Dec. 3.

*In re SMITH'S SETTLEMENT.*

WILKINS v. SMITH.

*Settlement—Construction—Ultimate trust—Wife's next of kin—Die "without ever having been married"—Children.*

Originating summons.

By a marriage settlement dated the 15th of February, 1882, personalty belonging to the intended wife, then a spinster, was settled on the usual trusts for the wife, husband, and children of the wife attaining twenty-one or marrying, and in default of children attaining a vested interest upon trust, if the wife predeceased the husband, for her testamentary appointees, and in default of appointment upon trust for such persons as under the Statutes of Distribution would have been her next of kin in case she had died intestate "and without ever having been married."

The wife died on the 6th of June, 1885, intestate. There were three children of the marriage, all of whom died infants and unmarried, the first during the wife's lifetime, the second a few days after her death, and the third after the death of the husband, who died on the 28th of December, 1899.

No appointment of the trust funds having been made, this summons was issued to determine whether they had devolved

on the children who survived the wife, or on the wife's statutory next of kin excluding children.

*Frederic Thompson*, for the trustee.

*Northcote*, for a person representing the estates of the children.

*Rolt*, for the wife's next of kin excluding children.

SWINFEN EADY J., having referred to the authorities from *Wilson v. Atkinson*, (1864) 4 D. J. & S. 455, down to *In re Marc*, [1902] 2 Ch. 112, held that there was no general rule binding him to construe the words "without ever having been married" as merely intended to exclude the husband; and where, as here, there was a provision for children attaining twenty-one or marrying, and a gift over in default of such children, it was difficult to say that children not taking a vested interest were intended to take under the gift over—a construction which would frequently merely carry the property to the husband, and defeat the supposed object of the gift over. Being free to construe the words in their natural sense, he held the children were excluded.

Solicitors: *Field, Roscoe & Co.*, for *Griffiths, Ryland & Co.*  
Cheltenham. G. R. A.

Swinfen Eady J.

*In re SMYTHIES.*

Dec. 4.

WEYMAN v. SMYTHIES.

*Will—Ademption—General legacy—Particular purpose.*

Originating summons.

By a codicil dated the 23rd of June, 1896, a testator bequeathed 500*l.* to a trustee in trust for a great-niece for her own sole use and benefit, and directed that the legacy should be paid to the great-niece either in whole or in part at such times and in such manner as the trustee should think fit.

By a settlement dated the 24th of October, 1900, and made between the testator of the one part and the trustee of the other part, the testator settled a sum of 500*l.* on similar trusts for the benefit of his great-niece.

The testator, who was not *in loco parentis* to his great-niece, died on the 18th of December, 1900.

This summons was issued to determine whether the legacy was adeemed by the settlement.

The great-niece was still an infant.

*Clare*, for the executors.

*Hon. Frank Russell*, for the residuary legatees.

*Brinton*, for the great-niece and her trustee.

SWINFEN EADY J. As the testator was not *in loco parentis* to his great-niece, the legacy is not adeemed unless it appears on the face of the codicil to have been given for a particular purpose: *Pankhurst v. Howell*, (1870) L. R. 6 Ch. 186, 196; *In re Pollock*, (1885) 28 Ch. D. 552, 556. A mere general legacy to A. for the benefit of B., an infant, is not given for a particular purpose within the rule. The legacy is therefore not adeemed.

Solicitors: *Chester & Co.*; *Hewlett, Birch-Reynardson & Bucknill*.  
G. R. A.

Swinfen Eady J.

*In re BARLOW'S CONTRACT.*

Dec. 4.

*Settled Land—Sale—Life estate partly merged in remainder—*

*Continuance of powers over entirety—Settled Land Act, 1882* (45 & 46 Vict. 38), s. 50.

Vendor and purchaser summons.

This summons was issued by the vendor to determine whether she could make a title to settled real estate as life tenant, notwithstanding certain transactions which the purchasers contended had vested a share of her life estate in the remainderman of that share so as to merge it. The vendor while denying the effect of the transactions, which depended on the construction of several obscure documents, contended as a preliminary point that, even if the share had merged, she could still make a title to the entirety with the consent of her assignee, and without deducing any title to the remainder.

*R. J. Parker*, for the vendor.

*Northcote*, for the purchasers.

SWINFEN EADY J. The object of sect. 50 of the Settled Land Act, 1882, is to enable the life tenant to exercise the powers of the Act notwithstanding any assignment of her interest, and there is nothing in the Act to cause her powers to cease as to any share of her life interest that may become vested in a remainderman. It is true that in *In re Mundy and Roper's Contract*, [1899] 1 Ch. 275, 296, Chitty L.J. said: "It may be that if the settlement consists merely of a life estate in A. with remainder to B. in fee, and A. surrenders his life estate to B., the power is gone under the doctrine of merger; and that such a case is not within the section, because where the settlement is thus brought to an end and exhausted there is no reason why such a power should continue after the absolute fee simple is vested in possession. I say 'may be' because it is not necessary to consider such a case, which does not arise upon the facts before us." But this hypothetical illustration is confined to the case where the entire life estate is merged in the remainder, so that there is no reason why the powers should continue.

I am of opinion in the present case, where at most only a portion of the life estate is gone, and it may be to the interest of all parties that the life tenant should be able to exercise her statutory powers, that those powers still continue, and the entire estate is still settled land. The life tenant can therefore make a title with the consent of the alleged assignee.

Solicitors: *Richard F. & C. L. Smith*, for *Septimus Gladstone Ward*, Newcastle-upon-Tyne; *Speechly, Mumford, Rodgers & Craig*, for *J. M. Hayton*, Town Clerk, South Shields.

G. R. A.

Swinfen Eady J.

Dec. 6

*In re BRACKEN'S SETTLEMENT.*

*Settled land—Exchange of easements—Settled Land Act, 1890* (53 & 54 Vict. c. 69), s. 5.

Originating summons.

This was an application by the equitable life tenant of an estate settled in trust for sale asking for leave to exercise the powers of the Settled Land Acts, and in particular for leave to grant an easement over the settled land in exchange for an easement over other lands.

The Settled Land Act, 1890, s. 5, provides that, "On an exchange or partition any easement . . . may be reserved or

granted over . . . the settled land . . . or other land or an easement . . . may be given or taken in exchange or on partition for land or for any other easement . . ."

*Henry Fellows*, for the life tenant, mentioned that it had been doubted whether the section was applicable except in cases of exchange or partition of land.

*G. Philbrick Walker* and *Bowen Davies*, for the trustees, did not oppose the application.

SWINFEN EADY J. held that the case fell within the section, and gave leave accordingly.

Solicitors: *Whitfield & Harrison*, for *Humphreys, Hirst & Whitley*, Halifax; *Walker & Rowe*, for *F. Walker & Son*, Halifax.  
G. R. A.

Swinfen Eady J.

Dec. 6.

*In re SIBSON'S SETTLEMENT.*

JONES v. TRAPPES.

*Trustee—Title-deeds—Non-negotiable securities—Custody.*

Originating summons.

This was an application by one of the trustees of a settlement for an order directing his co-trustee to concur with him in placing the title-deeds and securities relating to the trust in a box, accessible only to the trustees jointly, to be deposited at a bank approved by the Court.

The documents, which consisted of certificates of railway and other stock standing in the joint names of the trustees, and the title-deeds of a house, had been for many years in the possession of the respondent, who had kept them in a box in a safe at his solicitors, retaining the key of the box himself. He had recently removed them to his own house, being advised that this was the proper course. There were no bearer securities.

The position, responsibility, and integrity of the respondent were unimpeachable, and it was not suggested that the documents were in any jeopardy.

The applicant had always been given every facility of inspecting the documents at the solicitors without charge.

The applicant, however, claimed as a mere matter of legal right to have the documents placed in the actual joint custody of the trustees, as asked by the summons.

*Gatey*, for the applicant.

*Hewitt*, for the respondent.

SWINFEN EADY J. There is no rule that title-deeds and non-bearer securities must be placed in such a position that no trustee can even look at them without the concurrence of his co-trustees. Such a rule would greatly impede the administration of trusts. The applicant's case, which is based simply on that supposed rule, fails; and, as the documents are perfectly safe in the respondent's possession, I make no order beyond giving the respondent costs out of capital.

Solicitors: *Hamlin, Grammer & Hamlin*, for *Gamlin & Williams*, Rhyl; *Stow, Preston & Lyttelton*, for *J. W. & T. Eastham*, Clitheroe.  
G. R. A.



PROBATE, DIVORCE, AND ADMIRALTY  
DIVISION.

Adm. THE TORBRYAN. Dec. 8.

*Damage to cargo—Charterparty—Exemption of shipowner from liability—"All other accidents"—"Negligence . . . in the management or navigation of the vessel or otherwise."*

The plaintiffs, Piètre Frères, of Paris, were the owners of 8000 bags of sugar shipped on the defendants' steamship *Torbryan* at Dunkirk for delivery in London upon the terms of a charterparty the material clause of which ran as follows: "Act of God, fire, perils of the seas, barratry on the part of the captain or crew, enemies pirates or robbers, strikes, arrests or restraints of princes rulers and peoples, collisions, strandings, and all other accidents excepted, even though caused by negligence fault or error of judgment on the part of the pilot captain sailors or other servants of the owners in the management or navigation of the vessel or otherwise."

The plaintiffs sued in respect of four heads of damage, viz., (1) seven bags short delivered, 9*l.* 6*s.* 2*d.*; (2) seven bags damaged by coal dust, 3*l.* 6*s.* 2*d.*; (3) loss by spilling from bags, 15*l.* 2*s.* 8*d.*; (4) cost of repairing bags, 7*l.* 19*s.* 5*d.* The defendants paid the two first items, amounting to 12*l.* 12*s.* 4*d.*, but denied their liability for the rest of the claim. From the evidence it appeared that the men employed by the stevedore, on behalf of the ship, to discharge the cargo used hooks in such a reckless way as to tear many of the bags, and that the seams of other bags burst owing to the bags striking against the hatch combings whilst being lifted out of the hold.

PHILLIMORE J. gave judgment for the defendants, in respect of the two items of damage in dispute, on the ground that the loss was caused by the spilling of the sugar, and that this spilling was an accident caused by negligence within the meaning of the exception, for though the use of the hooks was wrongful and likely to be injurious by tearing the bags, it was not wilful, and the striking of the bags against the hatch combings, though due to carelessness, was accidental. The acts and omissions of the stevedore's men, who were the servants of the shipowner, were, therefore, covered by the terms of the charterparty when read as exonerating the defendants in respect of "accidents caused by negligence of their servants otherwise than in the management or navigation of the vessel."

*Scrutton, K.C., and Balloch, for the plaintiffs.*

*Carver, K.C., and A. E. Nelson, for the defendants.*

Solicitors: *Hollams, Sons, Coward & Hawksley; Lowless & Co.*  
T. L. M.

Adm. THE EREZA. Dec. 15.

*Damage to cargo—Jurisdiction—Admiralty Court Act, 1861 (24 Vict. c.10), s. 6—Charterer—Owner of goods—Breach of contract.*

On the 22nd of November last the plaintiffs, Balli Brothers, commenced proceedings *in rem* against the owners of the Spanish steamship *Ereza*, indorsing the writ "The plaintiffs as charterers of the SS. *Ereza* and owners of goods shipped on board the SS. *Ereza* and carried into the port of London claim compensation against the said ship and freight for damage done to the said goods."

On the 27th of November a conditional appearance was entered by the owners of the *Ereza*, under protest without prejudice to an application by them to set aside the writ and service thereof, on the ground of want of jurisdiction.

By consent, the application came on by way of motion, when it was contended on behalf of the owners of the *Ereza* that a proceeding in the Admiralty Court against a ship (the owner of which is not domiciled in England or Wales), in respect of damage to cargo, was, under sect. 6 of the Admiralty Court Act, 1861, limited to a claim by the "owner or consignee or assignee of any bill of lading of any goods carried into any port in England or Wales," and, therefore, the introduction of the word "charterers" rendered the writ bad, as it was not the intention of the Act to give the Admiralty Court jurisdiction in respect of a claim for breach of charterparty. Reference was made to *The Pieve Superiore*, (1874) L. R. 5 P. C. 482; *The Dannebrog*, (1874) L. R. 4 A. & E. 336; *The San Roman*, (1873) L. R. 5 P. C. 301; *The St. Cloud*, (1869) Br. & L. 4; *Simpson v. Blues*, (1872) L. R. 7 C. P. 290; and *Cargo ex Argos*, (1872) L. R. 5 P. C. 134.

On behalf of the plaintiffs it was urged that, if they could not at the trial rely upon their position as charterers of the vessel, they would lose the benefit of the clauses in the charterparty protecting them against the negligence of the servants of the shipowner, whilst the exceptions in the bill of lading relieved the shipowner from such liability. It was therefore material to their case to sue as charterers. The words of sect. 6 gave the Court jurisdiction in respect of "damage done to the goods, or any part thereof, by the negligence or misconduct of, or for any breach of duty or breach of contract on the part of the owner, master, or crew of the ship"; and, in order to show that there had been a breach of contract, it would be necessary to refer to the terms of the charterparty.

PHILLIMORE J. mentioned *The Teutonia*, (1872) L. R. 4 P. C. 171, and intimated that, in his opinion, though they could not sue as charterers, the plaintiffs would not be, at the trial, precluded from referring to the contract contained in the charterparty.

Thereupon the plaintiffs consented to strike out of the indorsement of the writ the words "charterers of the SS. *Ereza* and,"

PHILLIMORE J. making no order except that the costs would be costs in the cause.

*Scrutton, K.C., and Dawson Miller, in support of the motion.*  
*Hamilton, K.C., and A. E. Bateson, contra.*

Solicitors: *William A. Crump & Son; Pritchard & Sons.*  
T. L. M.

**NOTICE TO SOLICITORS.**

With the view of insuring the greatest possible accuracy and rapidity in the various publications connected with the LAW REPORTS, the Council will be obliged, if the Solicitors to whom application is made by any reporter acting for the Council will as soon as possible after application furnish the necessary Papers, together with any information in their power as to the names of the various Solicitors engaged in the case. At the same time, the Council thankfully acknowledges the assistance they have already received from so many members of the Profession in furnishing the papers required to prepare accurate reports.

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- Carfrae v. Blount.* Appeal from Kekewich J. Allowed.

During the sittings of the Courts THE WEEKLY NOTES will be published on Saturday, and will generally comprise Notes of Decisions up to and including those of the previous Thursday. All cases of permanent interest noted therein will be reported in full in THE LAW REPORTS.

**House of Lords.**

Dec. 16.

COUNTY COUNCIL OF LANARK, APPS.; GLASGOW COURT HOUSES COMMISSIONERS, RESPS.

*Assessment (Rates)—Construction of statute—Glasgow Court Houses Act, 1890 (53 & 54 Vict. c. lviii.).*

*Haldane, K.C., Henry Johnston, K.C., and Constable* (the two latter of the Scottish Bar), for the appellants.

*A. Graham Murray, L.A., and Scott Dickson, S.-G. for Scotland,* for the respondents.

THE HOUSE (Earl of Halsbury L.C., Lords Macnaghten, Robertson, and Lindley), reversed the decision, (1901) 3 F. 103, of the Second Division of the Court of Session, and restored the judgment of the Lord Ordinary with costs both here and below.

Agents for appellants: *Grahames, Currey & Spens*, for *Bruce-Kerr & Burns, W.S.*, Edinburgh.

Agents for respondents: *William Robertson & Co.*, for *Webster, Will & Co.*, Edinburgh.

G. J. W.

# High Court of Justice.

## CHANCERY DIVISION.

Kekewich J. *In re SMILTER.* Dec. 11.  
BEDFORD v. HUGHES.

*Will—Construction—Illegitimate child—Gift to issue of nephew including an illegitimate child by name—Gift to the issue of nephews and nieces.*

The testator, who died in 1883, by his will, dated in 1880, devised an estate in Sheffield upon trust to pay the income to his nephew George during his life or until he should assign the same, and after the failure of the lastly thereinbefore mentioned trust in his (the nephew's) lifetime, to apply the same to the personal support of the testator's said nephew and his wife and issue, whether children or more remote issue, for the time being in existence, "including S. S. R. hereinafter named," and subject thereto upon trust to sell and hold the proceeds upon trust for the children of his said nephew living at his (the testator's) death or born afterwards, "including amongst such children S. S. R., the illegitimate son of my said nephew"; "and if there should be no child of my said nephew, including the same S. S. R., living at my death or born afterwards," upon trusts for the benefit of eight named nephews and nieces of the testator and their issue. The testator also devised another estate in Sheffield upon trust to pay the income to his niece Mary during her life, and subject thereto upon trust to sell and hold the proceeds upon trust for her children, and in default of children "upon trust for such of my nephews and nieces, the said George and the eight other named nephews and nieces aforesaid, as shall be living at the decease of my said niece Mary, and the issue living at the decease of my said niece Mary of such of my said other nephews and nieces as shall die in the lifetime of my said niece Mary leaving issue in equal shares as tenants in common," such issue taking only their parents' shares.

Mary died in February, 1902, without having been married. George died in the lifetime of Mary, leaving issue only one illegitimate son, the said S. S. R.

This summons was taken out by the trustees of the will to determine whether S. S. R. was entitled under the will to a share of the property given to Mary for life.

*Kenyon Parker, for the trustees.*

*R. J. Parker, for the illegitimate child.*  
*P. O. Lawrence, K.C., Everard, and Paterson, for legitimate relations entitled under the gift over.*

KEKEWICH J. thought that upon the whole there was a sufficient indication in the will to include S. S. R. as a son of the testator's nephew. In *Meredith v. Farr*, (1843) 2 Y. & C. C. C. 525, the question was not whether one particular child could take, but whether two children could take; and it was practically impossible to let in the one without the other, and practically impossible to let in the two. That was a different case. Moreover at that time references to illegitimate children were treated in an entirely different manner. He apprehended that Lord Eldon would have said that children meant children *ex propriis nuptiis procreati*, unless there was the clearest indication to the contrary; but in late years the Courts had shown an anxiety to give effect to gifts in favour of those who were relations except in law, and had not hesitated to take hold of any indication in the will pointing in that direction. Here, in the earlier gifts, the testator, knowing the facts, had recognised S. S. R. as a son of his nephew, and, although he did not refer to him by name in the gift over now in question, it was inconceivable that he did not intend him to take under this gift. He therefore held that S. S. R. was entitled.

*Solicitors: Peacock & Goddard, for Henry Vickers, Son & Brown, Sheffield; Geare & Peace, for Wake & Sons, Sheffield.*

H. B. H.

Swinfen Eady J. Dec. 6.  
*In re AUTOMATIC MACHINES (HAYDON & URRY'S PATENTS), LIMITED.*

GRAAFE v. AUTOMATIC MACHINES (HAYDON & URRY'S PATENTS), LIMITED.

*Practice—Debenture-holder's action—Motion for judgment—Minutes.*

Short cause.

This was a motion for judgment in default of defence in an ordinary debenture-holder's action.

As the usual judgment was asked for, no minutes had been prepared.

*George Lawrence, for the plaintiff.*

The company did not appear.

SWINFEN EADY J. Counsel's minutes must always be left with the judge on these applications, even if the common form judgment is all that is asked for. The motion must stand over for this to be done.

*Solicitors: Sutton, Ommanney & Rendall.*

G. R. A.

END OF WEEKLY NOTES FOR 1902.

THE

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99 K

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OF JUDICATURE,

CAUSE LISTS,

LEGAL APPOINTMENTS AND PROMOTIONS,

AND

MISCELLANEOUS LEGAL INFORMATION,

FOR

THE YEAR 1902.

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PART II.

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# THE WEEKLY NOTES, 1902.

## SUPREME COURT TAXING OFFICE.

### REGULATIONS TO COME INTO FORCE ON THE 11<sup>TH</sup> OF JANUARY, 1902.

- (1) The Judgment Order or other authority for taxation (hereinafter called the Judgment) is, in any case not already referred to a Master, to be lodged with the Sitting Master.
- (2) Taxations under Order XIV. and other short and urgent taxations from the King's Bench Division will be disposed of by the Sitting Master day by day.
- (3) Where practicable the bills in such cases with the Judgment are to be left with the Sitting Master not later than the day before the day on which it is desired to tax. Bills will be entered according to priority of lodging in the next day's list, which will be issued on the previous evening. The hour for

which notice of taxation is to be given will be fixed when the bill is left, and notice of taxation is then forthwith to be given pursuant to Order 65 Rule 16.

- (4) In cases where it is not practicable to comply with Regulation 3, short and urgent cases will be taken by the Sitting Master after the day's list has been disposed of. In such cases notice of taxation pursuant to Order 65 Rule 16 is to be given for 1 p.m. on the following day.
- (5) All other cases will be referred by the Sitting Master to the Masters in rotation. In any case so referred in which an immediate taxation is requisite, the Master to whom it is referred will, on application by the Solicitor having the conduct of the taxation, fix an early appointment for the taxation, and will give notice to the parties of the appointment.

These Regulations apply to all taxations in the Supreme Court Taxing Office.

BY ORDER.

## HIGH COURT OF JUSTICE. PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

### HILARY SITTINGS, 1902.

#### PROBATE AND MATRIMONIAL.

The Causes set down for trial will be taken in the following order:—

UNDEFENDED MATRIMONIAL CAUSES will be taken on Monday, 18th, Tuesday, 14th, and Wednesday, 15th January, and each Monday during the Sittings after Motions.

SPECIAL JURY CAUSES will be taken on and after Thursday, 16th January.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

PROBATE AND DEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF will be taken after the Special Juries are finished, and may also be taken in Court II., after 15th January, when Admiralty Cases are not appointed to be heard.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

COMMON JURY CAUSES will be taken on and after Tuesday, 18th February.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down.

DIVISIONAL COURT, Tuesdays, 4th February and 4th March.

MOTIONS AND SUMMONSES: Motions will be heard in Court at 12 o'clock on Monday, 18th January, and at 11 o'clock on each succeeding Monday during the Sittings, and Summons before the Judge will be heard at 11 o'clock on Monday, 18th January, at half-past 10 o'clock on Saturday, 18th January, and on each succeeding Saturday during the Sittings.

Summons before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for Motions on Mondays must be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock p.m. on the preceding Wednesday.

#### ADMIRALTY.

THE COURT will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Saturday, January 11th, until Wednesday, March 26th, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

Summons in Chambers will be taken at 11, and Motions in Court at 11.30 every Monday during the Sittings.

All Papers for Motions and for Summons to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (Room 738), on the Wednesday preceding.

Summons before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (Room 730 or 729), at 11 A.M. on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744, and are open from 10 to 4, except on Saturday, and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 18th to October 28th, and the Christmas Vacation from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Marshal's Room, 740.

## INCORPORATED LAW SOCIETY.

## THE TRAVERS-SMITH SCHOLARSHIP.

At a meeting of the Council of the Incorporated Law Society held on Friday, 13th December, 1901, the Scholarship for the year 1901, was, on the recommendation of the Trustees of the late Mr. Joseph Travers-Smith, awarded to Mr. Henry Osmond Look, who served his Articles with the late Mr. Arthur Henry Look and Mr. William Wilton Reed, both of Dorchester, and Messrs. Bridgman & Willcocks of London.

## APPOINTMENTS.

December 10. The King was this day pleased to confer the honour of Knighthood on Archibald Campbell Lawrie, Esq., late Puisne Justice of the Supreme Court of Ceylon.

December 10. The King was this day pleased to confer the honour of Knighthood on Albert de Rutsen, Esq., Chief Magistrate of the Metropolitan Police Courts.

December 19. The King has been pleased to direct Letters Patent to be passed under the Great Seal of the United Kingdom of Great Britain and Ireland, conferring the dignity of a Knight of the said United Kingdom unto—

Joseph Ignatius Little, Esq., Chief Justice of the Supreme Court of Newfoundland; and

Samuel Brownlow Gray, Esq., O.M.G., Chief Justice of the Bermuda Islands.

December 19. The King has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 17th instant, to be appoint Robert Arthur Germaine, Esq., Barrister-at-Law, to be Recorder of the City of Lichfield, in the room of Rupert Edwin Cooke Kettle, Esq., resigned.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

Albert William Byrch and Thomas Cox (Byrch & Cox), Attorneys and Solicitors, Evesham, Worcester, by mutual consent as from December 14, 1901. The said T. Cox and Thomas Allard Cox will continue to carry on the business under the style of Byrch, Cox & Son.

George Duncan Grey and Arthur William Page (Bramble, Watts, Grey & Page), Solicitors, Bristol, by mutual consent on June 29, 1901. The business is continued by A. W. Page in partnership with Vincent Thompson under the style of Bramble, Watts, Page & Thompson.

Walter Rye and William Henry Eyre (Rye & Eyre), Solicitors, 16 Golden Square, W., by mutual consent as from December 31, 1901. The said W. H. Eyre, and Frank Gibbs Rye, and Arthur Lockyer Rye will carry on the business as Rye & Eyre.

Wilfred Ivanhoe Thomas and James Clarke (Finney, Thomas & Co.) Solicitors, 33 Chancery Lane, by mutual consent as from December 25, 1901.

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HOUSE OF LORDS.—No. 1.

SESSION 1902.

*List, as far as possible, of EFFECTIVE Causes only.*

CAUSES STANDING FOR HEARING.

<b>Hornsey Urban District Council v. Vestry of St. Mary, Islington</b>	England.	District Committee of Lower Ward of County of Lanark and Others v. Provost, &c., of Rutherglen	Scotland.
<b>Fryer and Others v. Ewart and Others</b>	England.	Law Union and Crown Insurance Company v. Hill and Another	England.
<b>British Natural Premium Life Association, Limited v. Hall</b>	England.	The Queen (at the prosecution of the County Council of Kildare) v. Barton and Others	Ireland.
<b>Hifford and Another v. Mashonaland Development Company (Willoughby's), Limited, and Others</b>	England.	Wrigley v. Whittaker and Sons	England.
<b>Spencer v. Milward</b>	England.	Nixon's Navigation Company, Limited v. Company of Proprietors of the Glamorganshire Canal Navigation	England.
<b>Edinburgh and District Water Trustees v. Clippens Oil Company, Limited</b>	Scotland.	Hilder and Others v. Dexter	England.
<b>Leigh and Others v. Taylor and Others</b>	England.	Macassey v. Thompson	} (Consolidated Appeals)
<b>London County Council v. Attorney-General and Others</b>	England.	Macassey v. Huston	
<b>Lord Advocate v. Stewart and Another</b>	Scotland.	Minstrell v. Sandars	England.
<b>Dougan v. Macpherson</b>	Scotland.	Janson v. Driefontein Consolidated Mines, Limited	England.
<b>De Freville v. Nash and Another (Abatod)</b>	England.	Willis and Others v. Barron and Another	England.
<b>Bresham Life Assurance Society, Limited v. Bishop</b>	England.		
<b>Midland Railway Company v. Attorney-General (on behalf of His Majesty)</b>	England.		
<b>Skinningrove Iron Company, Limited v. Walker and Others</b>	England.		
<b>London County Council v. Metropolitan Electric Supply Company, Limited</b>	England.		
<b>Parish Council of Rutherglen v. Parish Council of Glasgow</b>	Scotland.		

CLAIMS OF PEERAGE DEPENDING.

Norfolk (Earldom).  
Darcy de Knayth, Meynill and Fauconberg.  
Office of Lord Great Chamberlain.

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1902.

THE COURT OF APPEAL.

APPEAL COURT I.—NOTICE.

The Appeals or other business proposed to be taken in this Court will from time to time be announced in the Daily Cause List.

APPEAL COURT II.—NOTICES.

Interlocutory Motions from the Chancery and Probate and Divorce Divisions will be taken on Saturday, January 11, Wednesday, January 15, and every subsequent Wednesday.

Bankruptcy Appeals will be taken on Friday, January 17, and following Fridays.

Appeals from the Lancaster and Durham Palatine Courts (if reached) will be taken on Thursday, January 16, Thursday, February 20 and Thursday, March 20.

Subject to the above, Chancery Final Appeals will be taken every day until further notice.

N.B.—Probate and Divorce Final Appeals will be taken on a day to be appointed, notice of which will be given.

APPEALS

from the Chancery Division, the Probate, Divorces and Admiralty Division (Probate and Divorce), and the County Palatine and Stannaries Courts.

GENERAL LIST. 1899.

1 In re Tiemann's Patent, A.D., 1893, No. 8,736, &c. and Patents, Designs, &c. Acts appl. of *Peters, Franz, Fritzsche & Co.* from order of Mr. Justice Cozens-Hardy, dated Aug. 3, 1899 (security ordered, March 14, 1900) August 30

2 Tebb Cave appl. of Deft. from order of Mr. Justice Buckley, dated Feb. 15, 1900 (security ordered) April 5  
3 (In re The New Zealand Midland Ry. Co. ld. {Smith (on behalf, &c.) v. Lubbock appl. of The

[Continued on page 10.]



SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1902.

COURT OF APPEAL.

APPEAL COURT.

(IN APPEAL COURT No. I.)

*Final and Interlocutory Appeals from the King's Bench Division, the New Trial Paper, and Cases in In re The Workmen's Compensation Act, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.*

APPEAL COURT.

(IN APPEAL COURT No. II.)

*The General List and Interlocutory Appeals, from the Chancery and Probate, Divorce, and Admiralty Divisions, and the County Palatine and Stannaries Courts, and Appeals in Bankruptcy and Lunacy, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.*

SATURDAY,	Jan. 11	.	.	.	.	.	.
MONDAY	" 13	.	.	.	.	.	.
TUESDAY	" 14	.	.	.	.	.	.
WEDNESDAY	" 15	.	.	.	.	.	.
THURSDAY	" 16	.	.	.	.	.	.
FRIDAY	" 17	.	.	.	.	.	.
SATURDAY	" 18	.	.	.	.	.	.
MONDAY	" 20	.	.	.	.	.	.
TUESDAY	" 21	.	.	.	.	.	.
WEDNESDAY	" 22	.	.	.	.	.	.
THURSDAY	" 23	.	.	.	.	.	.
FRIDAY	" 24	.	.	.	.	.	.
SATURDAY	" 25	.	.	.	.	.	.
MONDAY	" 27	.	.	.	.	.	.
TUESDAY	" 28	.	.	.	.	.	.
WEDNESDAY	" 29	.	.	.	.	.	.
THURSDAY	" 30	.	.	.	.	.	.
FRIDAY	" 31	.	.	.	.	.	.
SATURDAY,	Feb. 1	.	.	.	.	.	.
MONDAY	" 3	.	.	.	.	.	.
TUESDAY	" 4	.	.	.	.	.	.
WEDNESDAY	" 5	.	.	.	.	.	.
THURSDAY	" 6	.	.	.	.	.	.
FRIDAY	" 7	.	.	.	.	.	.
SATURDAY	" 8	.	.	.	.	.	.
MONDAY	" 10	.	.	.	.	.	.
TUESDAY	" 11	.	.	.	.	.	.
WEDNESDAY	" 12	.	.	.	.	.	.
THURSDAY	" 13	.	.	.	.	.	.
FRIDAY	" 14	.	.	.	.	.	.
SATURDAY	" 15	.	.	.	.	.	.
MONDAY	" 17	.	.	.	.	.	.
TUESDAY	" 18	.	.	.	.	.	.
WEDNESDAY	" 19	.	.	.	.	.	.
THURSDAY	" 20	.	.	.	.	.	.

N.B. — Lunacy Matters (when any) will be taken in Appeal Court II. on Mondays at 11, and Probate and Divorce Appeals will be taken on days to be appointed by the Court.

HIGH COURT OF JUSTICE—

CHANCERY COURT, I.

Before Mr. Justice KEKEWICH.

The following will be the Order of Business:—

Monday — Chamber Summonses.

Tuesday — Short Causes, Petitions and Adjourned Summonses.

Wednesday and Thursday — Adjourned Summonses.

Friday — Motions and Adjourned Summonses.

N.B.—The first day of the Sittings, Saturday, Jan. 11, and the last day, Wednesday, March 26, will also be Motion Days.

Saturday — Adjourned Summonses.

Actions Without Witnesses (not marked short) and Further Considerations will be heard on days from time to time announced in Daily Cause List.

Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the Judge's Clerk.

N.B. — Retained Actions with Witnesses, and any other Cases with Witnesses which it is convenient for Mr. Justice KEKEWICH to try, notwithstanding that he is ordinarily taking Non-Witness Business only, will be taken at times to be announced in the Daily Cause List.

CHANCERY COURT, II.

Before Mr. Justice BYRNE.

Motions, Short Causes, Petitions, Pro. Summs. and Non-Witness List.

Sitting in Chambers Non-Witness List . . . Ditto . . .

Companies' Acts and Non-Witness List. Motions and Non-Witness List.

Short Causes, Petitions, Procedure Summonses, & Non-Witness List.

Sitting in Chambers. Non-Witness List . . .

Ditto . . . Companies' Acts and Non-Witness List.

Motns. & Non-Witns. List. Short Causes, Petitions, Procedure Summonses, & Non-Witness List.

Sitting in Chambers Non-Witness List.

Ditto . . . Companies' Acts and Non-Witness List.

Motns. & Non-Witns. List. Short Causes, Petitions, Procedure Summonses, & Non-Witness List.

Sitting in Chambers. Non-Witness List . . .

Ditto . . . Companies' Acts and Non-Witness List.

Motns. & Non-Witns. List. Short Causes, Petitions, Procedure Summonses, & Non-Witness List.

Sitting in Chambers Non-Witness List . . .

Ditto . . . Companies' Acts and Non-Witness List.

Motns. & Non-Witns. List. Short Causes, Petitions, Procedure Summonses, & Non-Witness List.

Sitting in Chambers. Non-Witness List . . .

Ditto . . . Companies' Acts and Non-Witness List.

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1902.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

Before  
Mr. Justice FARWELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice FARWELL will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT, IV.

Before  
Mr. Justice BUCKLEY.

Except when other Business is advertised in the Daily Cause List Mr. Justice BUCKLEY will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

CHANCERY COURT, III.

Before  
Mr. Justice JOYCE.

Except when other Business is advertised in the Daily Cause List Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.

KING'S BENCH COURT, I.

Before Mr.  
Justice SWINFEN EADY.

Motions, Short Causes, and Petitions

Sitting in Chambers . . . .  
General Paper . . . .  
Ditto . . . .  
Ditto . . . .

Motions and General Paper . .

Manchester and Liverpool Business

Sitting in Chambers . . . .  
Short Causes, Petitions, and General Paper.  
General Paper . . . .  
Ditto . . . .

Motions and General Paper . .  
Short Causes, Petitions, and General Paper.

Sitting in Chambers . . . .  
General Paper . . . .  
Ditto . . . .  
Ditto . . . .

Motions and General Paper . .  
Liverpool and Manchester Business

Sitting in Chambers . . . .  
Short Causes, Petitions, and General Paper.  
General Paper . . . .  
Ditto . . . .

Motions and General Paper . .  
Short Causes, Petitions, and General Paper.

Sitting in Chambers . . . .  
General Paper . . . .  
Ditto . . . .  
Ditto . . . .

Motions and General Paper . .  
Manchester and Liverpool Business

Sitting in Chambers . . . .  
Short Causes, Petitions, and General Paper.  
General Paper . . . .  
Ditto . . . .

SATURDAY,	Jan.	11
MONDAY	"	13
TUESDAY	"	14
WEDNESDAY	"	15
THURSDAY	"	16
FRIDAY	"	17
SATURDAY	"	18
MONDAY	"	20
TUESDAY	"	21
WEDNESDAY	"	22
THURSDAY	"	23
FRIDAY	"	24
SATURDAY	"	25
MONDAY	"	27
TUESDAY	"	28
WEDNESDAY	"	29
THURSDAY	"	30
FRIDAY	"	31
SATURDAY,	Feb.	1
MONDAY	"	3
TUESDAY	"	4
WEDNESDAY	"	5
THURSDAY	"	6
FRIDAY	"	7
SATURDAY	"	8
MONDAY	"	10
TUESDAY	"	11
WEDNESDAY	"	12
THURSDAY	"	13
FRIDAY	"	14
SATURDAY	"	15
MONDAY	"	17
TUESDAY	"	18
WEDNESDAY	"	19
THURSDAY	"	20

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1902—continued.

		COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
		APPEAL COURT.	APPEAL COURT.	CHANCERY COURT, I.	CHANCERY COURT, II.
		(IN APPEAL COURT No. I.)	(IN APPEAL COURT No. II.)	Before Mr. Justice KEKEWICH.	Before Mr. Justice BYRNE.
		[See page 6.]	[See page 6.]	[See page 6.]	
FRIDAY,	Feb. 21	.	.	.	Motions & Non-Witness List.
SATURDAY	" 22	.	.	.	Short Causes, Petitions, Procedure Summonses, & Non-Witness List.
MONDAY	" 24	.	.	.	Sitting in Chambers.
TUESDAY	" 25	.	.	.	Non-Witness List . . .
WEDNESDAY	" 26	.	.	.	Ditto . . .
THURSDAY	" 27	.	.	.	Companies' Acts and Non-Witness List.
FRIDAY	" 28	.	.	.	Motions & Non-Witness List.
SATURDAY,	Mar. 1	.	.	.	Short Causes, Petitions, Procedure Summonses, & Non-Witness List.
MONDAY	" 3	.	.	.	Sitting in Chambers. . .
TUESDAY	" 4	.	.	.	Non-Witness List . . .
WEDNESDAY	" 5	.	.	.	Ditto . . .
THURSDAY	" 6	.	.	.	Companies' Acts and Non-Witness List.
FRIDAY	" 7	.	.	.	Motions and Non-Witness List.
SATURDAY	" 8	.	.	.	Short Causes, Petitions, Procedure Summonses, & Non-Witness List.
MONDAY	" 10	.	.	.	Sitting in Chambers.
TUESDAY	" 11	.	.	.	Non-Witness List . . .
WEDNESDAY	" 12	.	.	.	Ditto . . .
THURSDAY	" 13	.	.	.	Companies' Acts and Non-Witness List.
FRIDAY	" 14	.	.	.	Motns. & Non-Witness List.
SATURDAY	" 15	.	.	.	Short Causes, Petitions, Procedure Summonses, & Non-Witness List.
MONDAY	" 17	.	.	.	Sitting in Chambers.
TUESDAY	" 18	.	.	.	Non-Witness List . . .
WEDNESDAY	" 19	.	.	.	Ditto . . .
THURSDAY	" 20	.	.	.	Companies' Acts and Non-Witness List.
FRIDAY	" 21	.	.	.	Motns. & Non-Witness List.
SATURDAY	" 22	.	.	.	Short Causes, Petitions, Procedure Summonses, & Non-Witness List.
MONDAY	" 24	.	.	.	Sitting in Chambers.
TUESDAY	" 25	.	.	.	Motns. & Non-Witness List.
WEDNESDAY	" 26	.	.	.	Sitting in Chambers . . .

*The Witness Actions retained by Mr. Justice BYRNE will be taken from time to time as the state of the Non-Witness List may permit; but Motions and Petitions will always be taken on Fridays and Saturdays respectively throughout the Sittings. Any Cause intended to be heard as a Short Cause must be marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including two Copies of the Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the Cause is to be put into the Paper.*

SUPREME COURT OF JUDICATURE.

HILARY SITTINGS, 1902—continued.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

Before  
Mr. Justice FARWELL.

[See page 7.]

CHANCERY COURT, IV.

Before  
Mr. Justice BUCKLEY.

[See page 7.]

CHANCERY COURT, III.

Before  
Mr. Justice JOYCE.

[See page 7.]

KING'S BENCH COURT, I.

Before Mr.  
Justice SWINFEN EADY.

Motions and General Paper . . .	FRIDAY,	Feb. 21
Short Causes, Petitions, and General Paper.	SATURDAY	" 22
Sitting in Chambers . . . . .	MONDAY	" 24
General Paper . . . . .	TUESDAY	" 25
Ditto . . . . .	WEDNESDAY	" 26
Ditto . . . . .	THURSDAY	" 27
Motions and General Paper . . .	FRIDAY	" 28
Liverpool and Manchester Business	SATURDAY,	Mar. 1
Sitting in Chambers . . . . .	MONDAY	" 3
Short Causes, Pets., and Gen. Paper	TUESDAY	" 4
General Paper . . . . .	WEDNESDAY	" 5
Ditto . . . . .	THURSDAY	" 6
Motions and General Paper . . .	FRIDAY	" 7
Short Causes, Petitions, and General Paper.	SATURDAY	" 8
Sitting in Chambers . . . . .	MONDAY	" 10
General Paper . . . . .	TUESDAY	" 11
Ditto . . . . .	WEDNESDAY	" 12
Ditto . . . . .	THURSDAY	" 13
Motions and General Paper . . .	FRIDAY	" 14
Manchester and Liverpool Business	SATURDAY	" 15
Sitting in Chambers . . . . .	MONDAY	" 17
Short Causes, Pets., and Gen. Paper	TUESDAY	" 18
General Paper . . . . .	WEDNESDAY	" 19
Ditto . . . . .	THURSDAY	" 20
Motions and General Paper . . .	FRIDAY	" 21
Short Causes, Petitions, and General Paper.	SATURDAY	" 22
Sitting in Chambers . . . . .	MONDAY	" 24
Short Causes, Pets., and Gen. Paper	TUESDAY	" 25
General Paper . . . . .	WEDNESDAY	" 26

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.

N.B.—The following Papers on Fur. Con. are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.

[Continued from page 5.]

- Industrial and General Trusts Ltd. from order of Mr. Justice Kekewich, dated April 6, 1900
- 4 Quartesmaire Kent, Sussex & General Land Soc. appl. of Pltff. from order of Mr. Justice Cosens-Hardy, dated Aug 11, 1900 August 16
- 5 (Holly Green) Rumsey appl. of Pltff. J. C. Holly & Deft. E. S. Holly from order of Mr. Justice Kekewich, dated July 5, 1900 (s.o. for Judge's Certificate that he does not require any further argument) August 16
- 6 (In re The Companies' Acts, 1862 to 1890 and In re Lilly & Lilly ld. appl. of Arthur Mead from order of Mr. Justice Wright, dated Nov. 3, 1900 part heard November 12
- 7 Shaw Johnson, Cole, Brier & Cordrey ld. appl. of Deft. Co. from order of Mr. Justice Cosens-Hardy, dated July 24, 1900 September 7
- 8 Lyell Broderick appl. of Deft. from order of Mr. Justice Cosens-Hardy, dated July 6, 1900 October 10
- 9 Collicott South Staffordshire Mines Drainage Commrs. appl. of Deft. from order of Mr. Justice Kekewich, dated Aug. 5, 1899 (restored by order, Aug. 1, 1900) (November 2, 1899)
- 10 (In re Gore Booth, dec. Gore Booth appl. of Pltff. from order of Mr. Justice Kekewich, dated July 27, 1900 (s.o., by order, Feb. 28, 1901) November 1
- 11 Smith Kerr appl. of Deft. G. Booth from order of Mr. Justice Cosens-Hardy, dated June 19, 1900 November 16
- 12 In re Trustee Act, 1893 and the Trustee Relief Act and In re Henry Lawrence, dec. appl. of Elizabeth Lawrence (executrix of Charles Bowden Lawrence, dec.) from order of Mr. Justice Byrne, dated Nov. 23, 1900 (produce order—security ordered) December 6
- 13 (In re The Companies' Acts, 1862 to 1898, and In re The Stray Shot & Excelsior Gold Mines ld. appl. of W. J. Beadley from order of Mr. Justice Wright, dated Nov. 29, 1900 December 10
- 14 (In re Ball Ball) Ball appl. of T. Evans & A. N. Evans from order of Mr. Justice Cosens-Hardy, dated Nov. 27, 1900 December 10
- 15 Neaverson Rural District Council of Peterborough appl. of Pltff. from order of Mr. Justice Cosens-Hardy, dated Nov. 10, 1900 December 14
- 16 In re H. Schmarr, &c. and Lands Clauses Consolidation Acts & London County Council (Lmpt.) Act, 1897 appl. of London County Council from order of Mr. Justice Byrne, dated Dec. 11, 1900 December 21
- 1901.**
- 17 Chapman Browne appl. of Deft. from order of Mr. Justice Cosens-Hardy, dated August 11, 1900 February 4
- 18 Hunt Luck appl. of Pltff. from order of Mr. Justice Farwell, dated Oct. 30, 1900 February 7
- 19 (In re Fowler Murray) Roeder appl. of Deft. from order of Mr. Justice Farwell, dated Feb. 8, 1901 February 13
- 20 Hellyer Archer Burton appl. of Deft. Henry Gibbon from order of Mr. Justice Buckley, dated Nov. 23, 1900 (s.o. not before Jan. 13) February 15
- 21 (In re Bullen Muspratt Williams v. Howe appl. of Deft. J. N. Bullen from order of Mr. Justice Cosens-Hardy, dated Jan. 17, 1901 February 23
- 22 Diprose Belgravia Hotels Co. ld. appl. of Pltff. from order of Mr. Justice Joyce, dated Nov. 27, 1900 February 27
- 23 In re The Companies' Acts, 1862 to 1893 & In re The British Drying Co. ld. appl. of G. H. Stauffelds from order of Mr. Justice Wright, dated Jan. 18, 1901 part heard
- 24 In re An Arbitration between George Bell & The Mayor, &c. of Totnes and The Arbitration Act, 1889 appl. of G. Bell from order of Mr. Justice Farwell, dated Feb. 8, 1901 March 2
- 25 (Jacobs (trading, &c.) v. Morris & Morris (Morris & Morris v. Jacobs (trading, &c.) appl. of Defta. Morris & Morris from order of Mr. Justice Farwell, dated Dec. 13, 1900 March 2
- 26 In re The Patents, Designs, &c. Acts, 1883 to 1888, and In re the Application of Pomril ld., No. 230,744 appl. of Applicants from order of Mr. Justice Joyce, dated Feb. 19, 1901 March 5
- 27 Capes Dalton appl. of Pltff. M. W. Barker from order of Mr. Justice Farwell, dated March 4, 1901 March 7
- 28 Crofts J. H. Dickson & Co. ld. appl. of Defta. from order of Mr. Justice Kekewich, dated Feb. 20, 1901 March 7
- 29 (In re Harris Harris) Hyman appl. of Deft. Sarah Jacob from order of Mr. Justice Farwell, dated Feb. 22, 1901 (s.o. Jan. 24) March 8
- 30 Deverges Saudeman, Clarke & Co. appl. of Pltff. from order of Mr. Justice Farwell, dated Nov. 15, 1900 March 12
- 31 In re Handman & Wilcox & V. & P. Act, 1874 appl. of C. Handman from order of Mr. Justice Buckley, dated Feb. 8, 1901 March 13
- 32 Driscoll Boyton appl. of Pltff. from order of Mr. Justice Kekewich, dated Feb. 28, 1901 March 14
- 33 Plymouth & Dartmoor Ry. Co. v. The Great Western Ry. Co. appl. of Defta. from order of Mr. Justice Kekewich, dated Feb. 7, 1901 March 15
- 34 In re The Companies' Acts, 1862 to 1890 and In re The General Investors' Syndicate ld. appl. of Ellis Parr & ore. from order of Mr. Justice Cosens-Hardy, dated Feb. 30, 1901 (s.o. still legal representative appointed) March 18
- 35 (In re Pitt-Rivers Scott) Pitt Rivers appl. of Deft. A. E. L. F. Pitt-Rivers from order of Mr. Justice Kekewich, dated Jan. 28, 1901 March 20
- 36 Bunge Higinbotham & Co. ld. appl. of Pltff. from order of Mr. Justice Kekewich, dated Feb. 23, 1901 March 26
- 37 (In re Morse Morse) Morse appl. of D. ft. other than E. Alcock, from order of Mr. Justice Buckley, dated Feb. 22, 1901, and cross-notice of the Pltff. from same order (dated March 23, 1901) March 28
- 38 Commrs. of the Harbour of Poole v. Pike appl. of Pltffs. from order of Mr. Justice Kekewich, dated Feb. 8, 1901 March 28
- 39 Pelly East London Water Works Co. appl. of Deft. Henry Base from order of Mr. Justice Buckley, dated March 13, 1901 March 29
- 40 Same Same appl. of Defta. The East London Water Works from order of Mr. Justice Buckley, dated March 23, 1901 March 29
- 41 Leeds Forge Co. ld. v. Deighton's Patent Fine & Tube Co. ld. appl. of Defta. from order of Mr. Justice Cosens-Hardy, dated March 29, 1901 April 1
- 42 The Picture Post Card Co. ld. v. Ross appl. of Deft. from order of Mr. Justice Buckley, dated March 26, 1901 April 2
- 43 J. & J. Cash ld. v. Cash appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 2, 1901 April 2
- 44 In re the Companies' Acts, 1862 to 1893 & In re The Brighton Hotels ld. appl. of Septimus Parsonage (the Petnr.) from order of Mr. Justice Wright, dated March 20, 1901 (produce order) April 3
- 45 Davey Lachenal appl. of Pltff. from order of Mr. Justice Byrne, dated Jan. 25, 1901 April 4
- 46 In re Thomas S. Quinn and The Temperance Permanent Building Soc. and the Matter of the Trustee Act, 1890 appl. of Pltff. C. Woodroff from order of Mr. Justice Buckley, dated March 1, 1901 April 18
- 47 (In re Dunn Dunn) Skardon appl. of Pltff. from order of Mr. Justice Kekewich, dated Jan. 31, 1901 April 18
- 48 Oliver Bank of England (Starkey, Leveson & Cooke, third parties) appl. of W. J. Starkey from order of Mr. Justice Kekewich, dated March 25, 1901 April 28
- 49 (In re Mexborough Savile) Mexborough appl. of Pltff. from order of Mr. Justice Farwell, dated April 2, 1901 April 28
- 50 (In re H. Holland, Junr. Gregg) Holland appl. of Defta. The New Industrial Contract Syndicate ld., from order of Mr. Justice Farwell, dated March 23, 1901 April 28
- 51 Kelly's Directories ld. v. Gavin & Lloyds appl. of Pltffs. from order of Mr. Justice Byrne, dated Jan. 24, 1901 April 29
- 52 In re the Appln. of The National Biscuit Co., U.S.A., No. 231,736, for Registration of the Trade Mark Unusa, and Patents, Designs, &c. Acts appl. of The National Biscuit Co., U.S.A., from order of Mr. Justice Cosens-Hardy, dated Feb. 4, 1901 April 29
- 53 The Midland Ry. Co. v. Wright appl. of Pltff. from order of Mr. Justice Byrne, dated Feb. 14, 1901 (s.o. still legal representative appointed) April 29
- 54 Owen Gibbons appl. of Deft. W. W. Gibbons from order of Mr. Justice Farwell, dated March 29, 1901 May 1
- 55 Bally Clark, Son & Merland ld. appl. of Defta. from order of Mr. Justice Byrne, dated Feb. 4, 1901 May 6
- 56 In re The Companies' Acts, 1862 to 1891, and In re The National Co. for the Distribution of Electricity by Secondary Generators ld. appl. of the Petnr. Adam Scott in person from order of Mr. Justice Wright, dated April 17, 1901 May 7
- 57 In re the Patents, Designs & Trade Marks Acts, &c. and In re Pearson's Application, No. 216,074 for registration of the word "Vasogen" and in re the Trade Mark of the Chesbrough & Co., Consolidated, "Vaseline," Registered under No. 12,486, in Clauses 3, 4, 41 and 48 in the name of Robert Chesbrough appl. of the Chesbrough Manufacturing Co., Consolidated, from the order of Mr. Justice Buckley, dated Feb. 12, 1901 (and motion for leave to hear further evidence—by order) May 9
- 58 In re The Companies' Acts, 1862 to 1893 and In re The London & Northern Bank &c. (expte. Gaunt's Executors) appl. of C. H. Slater from order of Mr. Justice Wright, dated May 24, 1901 May 9
- 59 Whitebread & Co. ld. v. Watt appl. of Deft. from order of Mr. Justice Farwell, dated March 22, 1901 May 9
- 60 The Great Central Ry. Co. v. The North Eastern Ry. Co. appl. of Defta. from order of Mr. Justice Joyce, dated April 23, 1901 May 9
- 61 Horne Jewell appl. of Deft. from order of Mr. Justice Farwell, dated May 1, 1901 May 12
- 62 In re the Companies' Acts, 1862 to 1893, and In re Khoush ld. appl. of A. W. Johnson from order of Mr. Justice Wright, dated April 3, 1901 May 14
- 63 Hope Hope appl. of Pltff. in Person from order of Mr. Justice Cosens-Hardy, dated Nov. 27, 1900

	Hardy, dated Feb. 21, 1901 (security ordered) May 20		order of Mr. Justice Cozens-Hardy, dated April 26, 1901 July 18	109 J. Ambler & Sons ld. v. Mayor, &c. of Bradford appl. of Plffs. from order of Mr. Justice Joyce, dated Aug. 3, 1901 (produce order) August 16		
64 (In re Scholefield Turner)	Scholefield appl. of D. H. Hammond & anr. from order of Mr. Justice Joyce, dated Feb. 8, 1901 May 20	86 (In re Redman Warton)	Redman appl. of Elizabeth B. Frost from order of Mr. Justice Kekewich, dated June 19, 1901 July 23	110 (In re Fish Prestige)	Lea appl. of Deft. Jessy Lea from order of Mr. Justice Byrne, dated June 6, 1901 August 17	
65 Esteman	Faber appl. of Deft. G. D. Faber from order of Mr. Justice Kekewich, dated May 10, 1901 (produce order) May 22	87 In re Puckett & Smith's Contract & V. & P. Act, 1874 appl. of E. C. Puckett & anr. from order of Mr. Justice Kekewich, dated June 29, 1901 July 24	88 Ashworth	English Card Co. appl. of Plff. from order of Mr. Justice Joyce, dated June 23, 1901 July 26	111 Burrows	Lang appl. of Plff. from order of Mr. Justice Farwell, dated May 16, 1901 August 17
66 In re The Trustees, Executors & Securities Insee. Corpn. ld. v. Armstrong appl. of Plffs. from order of Mr. Justice Farwell, dated Feb. 12, 1901 (produce order) May 22		89 (In re Moore Prior)	Moore appl. of Deft. S. T. Moore (infant), by F. S. Lowth, guardian ad litem, from order of Mr. Justice Joyce, dated March 14, 1901 July 27	112 In re The Urmston Grange Steamship Co. & Co.'s Acts appl. of Houlder Bros. & Co. ld. from order of Mr. Justice Wright, dated July 31, 1901 (produce order) August 17		
67 National Opalite Glazed Brick & Tile Syndicate ld. v. New Grand Hotel, Birmingham, ld. appl. of Defts. from order of Mr. Justice Cozens-Hardy, dated April 23, 1901 May 23		90 (In re Whitmore Walters)	Harrison appl. of Deft. A. S. Harrison from order of Mr. Justice Byrne, dated July 4, 1901 July 27	113 (In re Willis' Restaurant Robinson)	Willis' Restaurant ld. appl. of Deft. H. E. Freen from order of Mr. Justice Wright, dated July 9, 1901 August 19	
68 In re The Companies' Acts, 1862 to 1900 and In re The Yorkshire Investment and American Mortgage Co. ld. appl. of E. Moore from order of Mr. Justice Wright, dated April 26, 1901 May 24		91 Pilkington	Yeakley Vacuum Hammer Co. appl. of Defts. from order of Mr. Justice Kekewich, dated July 25, 1901 (produce order) July 29	114 Aftalo	Lawrence & Bullen ld. appl. of Defts. from order of Mr. Justice Joyce, dated July 31, 1901 August 20	
69 (In re Schnadhorst Sandkahl)	Schnadhorst appl. of Plffs. from order of Mr. Justice Joyce, dated May 4, 1901 May 30	92 (Bradshaw Widdrington)	Bradshaw appl. of J. C. Bradshaw and anr. from order of Mr. Justice Buckley, dated July 6, 1901 July 30	115 Lord Hastings	The North Eastern Ry. Co. appl. of Defts. from order of Mr. Justice Byrne, dated Aug. 8, 1901 (produce order) August 26	
70 Bellerby	Rowland & Marwoods Co. ld. appl. of Plffs. from order of Mr. Justice Kekewich, dated May 16, 1901 June 1	93 Chiplin	Mussett appl. of Deft. from order of Mr. Justice Kekewich, dated July 4, 1901 July 30	116 (In re Bryce Brown, dec. Brown)	Gedney appl. of Defts. from order of Mr. Justice Kekewich, dated Aug. 1, 1901 August 29	
71 The Transvaal Exploring Land & Minerals Co. ld. v. The Transvaal Lands Co. ld. appl. of Plffs. from order of Mr. Justice Kekewich, dated March 19, 1901 June 3		94 British Motor Traction Co. ld. v. Friwell appl. of Plffs. from order of Mr. Justice Farwell, dated July 29, 1901 (produce order) August 2	95 (In re Smith Russell)	Smith appl. of Defts. Arthur Smith & anr. from order of Mr. Justice Byrne, dated July 23, 1901 (produce order) August 2	117 (In re Magdalen College, Oxford The London County Council & The President, &c. of St. Mary Magdalen College, Oxford appl. of The London County Council from order of Mr. Justice Cozens-Hardy, dated August 8, 1901 September 2	
72 Medhat & Paige ld. v. George Gill & Sons ld. appl. of Plffs. from order of Mr. Justice Kekewich, dated April 1, 1901 June 12		96 Dunlop Pneumatic Tyre Co. ld. v. Crosswell appl. of Plffs. from order of Mr. Justice Buckley, dated Aug. 6, 1901 (produce order) August 7	97 (Richardis de Winton Richards)	Evans appl. of Plff. from order of Mr. Justice Kekewich, dated July 4, 1901 August 8	118 (In re Percival Walpole)	Percival appl. of Deft. C. M. Percival and anr. from order of Mr. Justice Farwell, dated May 20, 1901 September 19
73 (In re Ward Pollock)	Moore appl. of Deft. from order of Mr. Justice Joyce, dated March 21, 1901 June 14	98 Le Mesurier	Le Mesurier appl. of Deft. from order of Mr. Justice Kekewich, dated July 17, 1901 August 8	119 (In re Higdon, dec. Hooke)	Higdon & ors. appl. of Defts. from order of Mr. Justice Farwell, dated July 2, 1901 (produce order) September 24	
74 (In re The Companies' Acts, 1862 to 1900 and In re Crichton's Oil Co. ld. (in voluntary liquidation) appl. of David Crichton from order of Mr. Justice Wright, dated May 15, 1901 (produce order) June 15		99 Cackett	Kewick appl. of Deft. W. Kerwick from order of Mr. Justice Farwell, dated July 11, 1901 (produce order) August 9	120 (In re Wood Wood)	Wood appl. of Plff. from order of Mr. Justice Kekewich, dated Aug. 2, 1901 October 1	
75 (In re South Eastern Ry., &c. Act, 1862 Bath)	Bath appl. of John Smith Bath from order of Mr. Justice Kekewich, dated Jan. 17, 1901 June 19	100 Same	Same appl. of Deft. S. W. Carlton from order of Mr. Justice Farwell, dated July 11, 1901 (produce order) August 9	121 Sproat	Marchese appl. of Plff. from order of Mr. Justice Buckley, dated July 30, 1901 October 2	
76 (In re Mayhew & In re Agar Hoschen)	Dennis appl. of C. G. Mayhew from order of Mr. Justice Byrne, dated April 18, 1901 June 19	101 Same	Same appl. of Deft. E. C. Wheeler from order of Mr. Justice Farwell, dated July 11, 1901 (produce order) August 9	122 Dodson	Downey appl. of Deft. from order of Mr. Justice Farwell, dated July 30, 1901 October 9	
77 (In re Hawthorne Bligh)	Lynch appl. of Deft. A. J. Maekell from order of Mr. Justice Farwell, dated March 16, 1901 June 20	102 (The City Estates Co. ld. v. Jaffray In re The City Estates Co. ld. & Jaffray's Contract appl. of Defts. from order of Mr. Justice Kekewich, dated July 17, 1901 (produce order) August 9	103 The Wath-upon-Dearne Urban District Council v. Dearne Valley Waterworks Co. appl. of Plffs. from order of Mr. Justice Cozens-Hardy, dated July 25, 1901 August 10	123 In re the Companies' Acts, 1862 to 1882, and In re The Leeds & Hanley Theatres & Varieties ld. appl. of The Consolidated Exploration Finance Co. ld. from order of Mr. Justice Wright, dated July 31, 1901 October 9	124 Soden	Vavasour appl. of Deft. from order of Mr. Justice Kekewich, dated June 28, 1901 October 10
78 (In re Swan Marshall)	Hunter appl. of Deft. J. W. H. Swan from order of Mr. Justice Buckley, dated Feb. 19, 1901 June 27	103 The City Estates Co. ld. v. Jaffray In re The City Estates Co. ld. & Jaffray's Contract appl. of Defts. from order of Mr. Justice Kekewich, dated July 17, 1901 (produce order) August 9	104 Chaytor	Trotter appl. of Plff. from order of Mr. Justice Kekewich, dated July 7, 1901 August 12	125 (In re The Earl of Harroby Earl of Harroby v. Ryder appl. of Deft. The Hon. E. D. Ryder from order of Mr. Justice Cozens-Hardy, dated July 11, 1901 October 12	
79 (In re Maddock Llewelyn)	Washington appl. of Defts. H. Barker, spinster, and ora. from order of Mr. Justice Kekewich, dated June 5, 1901 July 3	104 Same	Same appl. of Deft. E. C. Wheeler from order of Mr. Justice Farwell, dated July 11, 1901 (produce order) August 9	126 The Great Western Ry. Co. v. Talbot appl. of Plffs. from order of Mr. Justice Kekewich, dated June 27, 1901 October 16	127 (In re Margeston Margeston)	Margeston appl. of Plff. from order of Mr. Justice Byrne, dated July 23, 1901 October 17
80 Greet	Ord appl. of Deft. from order of Mr. Justice Farwell, dated June 15, 1901 (security ordered) July 11	105 Atkins & Applegarth v. The Castner Kellner Alkali Co. ld. appl. of Plffs. from order of Mr. Justice Buckley, dated May 16, 1901 (produce order) August 13	106 Robnnow	The London & Northern Bank ld. appl. of Defts. from order of Mr. Justice Buckley, dated Aug. 7, 1901 (produce order) August 13	128 (In re Sutton Lewis)	Sutton appl. of Deft. E. A. V. Sutton from order of Mr. Justice Buckley, dated July 23, 1901 October 21
81 Savill Bros. ld. Bethall appl. of Deft. from order of Mr. Justice Buckley, dated April 24, 1901 July 12		106 Robinson	The London & Northern Bank ld. appl. of Defts. from order of Mr. Justice Buckley, dated Aug. 7, 1901 (produce order) August 13	129 (Fleming Mackuski-k)	Lee Fleming appl. of Plff. R. T. Fleming from order of Mr. Justice Cozens-Hardy, dated August 6, 1901 (produce order) October 22	
82 (In re Pigos, Wilks & Lawrence ld. Strachey & ora. Pigos, Wilks & Lawrence ld. appl. of Deft. Co. from order of Mr. Justice Cozens-Hardy, dated June 6, 1901 July 13		107 Thomas	Thomas appl. of Plff. from order of Mr. Justice Buckley, dated July 1, 1901 (produce order) August 13	130 Chadwell	Detill Smith appl. of Defts. from order of Mr. Justice Cozens-Hardy, dated August 1, 1901 October 23	
83 In re Irvine & Coles' Contract & V. & P. Act, 1874 appl. of Duncan Irvine from order of Mr. Justice Cozens-Hardy, dated July 8, 1901 July 13		108 Rowland	Chapman and other Actions consolidated appl. of Plff. from order of Mr. Justice Buckley, dated July 11, 1901 August 14	131 Holmstea l	Cooper appl. of Plff. from order of Mr. Justice Cozens-Hardy, dated July 30, 1901 October 31	

132 Byrne Reid appl. of Pltff. from order fo Mr. Justice Joyce, dated July 13, 1901 November 2

133 Same Same appl. of Deft. S. C. Byrne from order of Mr. Justice Joyce, dated July 13, 1901 November 2

134 Bernard Castle Urban District Council v. Wilson appl. of Pltffs. from order of Mr. Justice Buckley, dated August 5, 1901 November 5

135 The Liskeard & Looe Ry. Co. v. Liskeard & Caradon Ry. Co. appl. of Pltffs. from order of Mr. Justice Cozens-Hardy, dated October 25, 1901 (produce order) November 6

136 In re Walker & Oakhott and the V. & P. Act, 1874 appl. of F. Walker & anr. from order of Mr. Justice Kekewich, dated June 20, 1901 (produce order) November 13

137 The National Co. for the Distribution of Electricity by Secondary Generators v. Gibbs appl. of Deft. H. O. Ruelle from order of Mr. Justice Cozens-Hardy, dated July 11, 1901 November 13

138 In re Sutton Lewis Sutt'on appl. of Pltffs. from order of Mr. Justice Buckley, dated July 23, 1901 November 18

139 In re Hotham Hotham Doughty appl. of Pltff. from order of Mr. Justice Cozens-Hardy, dated Nov. 2, 1901 November 19

140 In re The Companies' Acts, 1862 to 1890 and In re The Birmingham & Manchester Insee. Co. Id. (expte. Howell) appl. of The Company from order of Mr. Justice Byrne, dated Nov. 13, 1901 November 27

In re Duvall  
141 Corbet Duvall appl. of Deft. A. C. Duvall from order of Mr. Justice Cozens-Hardy, dated October 25, 1901 December 3

142 In re Hey Perkins Hey appl. of Defts. G. Hey & anr. from order of Mr. Justice Byrnc, dated Oct. 25, 1901 December 4

143 In re The Registered Trade Marks, Nos. 916, 916 and 31,837 of Messrs. Bass, Ratcliff & Gretton Id. and Patents, Designs, &c. Acts. appl. of Bass, Ratcliff & Gretton from order of Mr. Justice Kekewich, dated Nov. 28, 1901 (produce order) December 5

144 In re The Registered Trade Marks, Nos. 2, 27,781, 31,839, 31,840, 43,808, 43,809, and 53,995 of Messrs. Bass, Ratcliff & Gretton Id. and Patents, &c. Acts. appl. of Bass, Ratcliff & Gretton Id. from order of Mr. Justice Kekewich, dated Nov. 28, 1901 (produce order) December 5

In re Lewis  
146 Thomas Hedley Thomas appl. of M. A. Hedley & anr. from order of Mr. Justice Cozens-Hardy, dated Nov. 7, 1901 December 6

146 Byrne The Millom & Askam Hematite Iron Co. Id. appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 20, 1901 December 6

147 In re Martin Martin appl. of Deft. from order of Mr. Justice Buckley, dated Nov. 19, 1901 December 9

148 Brickwell Gilbert appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 22, 1901 December 10

149 Brazier Glasspool appl. of Deft. from order of Mr. Justice Byrne, dated Nov. 27, 1901 (produce order) December 10

In re Cabot  
150 Brisker Cabot Purnes appl. of Deft. F. P. Cabot from order of Mr. Justice Kekewich, dated Dec. 4, 1901 (produce order) December 11

151 In re Forl Ford Forl appl. of Pltff. & anr. from

152 Morgan order of Mr. Justice Buckley dated Nov. 7, 1901 December 11

Pool appl. of Pltff. from order of Mr. Justice Byrne, dated Dec. 7, 1901 (produce order) December 14

153 Harrington Steel appl. of Deft. from order of Mr. Justice Kekewich, dated Dec. 12, 1901 (produce order) December 17

In re Hunt  
154 Leppard Leppard Morgan Pollard & Settled Land Acts appl. of Pltffs. from order of Mr. Justice Farwell, dated Aug. 5, 1901 (produce order) December 17

155 Rumney The Kent Coal, Finance & Development Co. Id. appl. of Pltff. from order of Mr. Justice Byrne, dated August 2, 1901 (produce order) December 18

156 In re The Companies' Acts, 1862 to 1890 and In re The Coolgardie Gold Fields Id. appl. of E. J. Wickenden from order of Mr. Justice Wright, dated Dec. 12, 1901 (produce order) December 20

Mr. Justice Buckley to grant an Injunction, Dec. 13, 1901

13 Commercial Development Co. Id. v. Atkins appl. of Deft. from order of Mr. Justice Buckley, dated Dec. 6, 1901 December 19

{ Probate  
14 W. G. Birch E. Birch, A. Birch & ora. appl. of Defts. C. E. Birch & A. R. Birch from order of Mr. Justice Barnes, dated Dec. 5, 1901 December 18

15 In the Matter of Application No. 200,462 by Wright, Crossly & Co. for Registration of a Trade Mark, and In the Matter of the Opposition thereto, No. 2,667, by the Royal Baking Powder Co. of New York appl. of Royal Baking Powder Co. from order of Mr. Justice Byrne, dated Dec. 2, 1901 (produce order) December 20

16 Automatic Machines (Haydon & Urry Patent Id.) v. The United Automatic Co. appl. of Pltffs. from order of Mr. Justice Joyce, dated Dec. 12, 1901 December 21

From the Chancery Division.

INTERLOCUTORY LIST.

1 Hoxton Brewery Co. Id. v. Henry Lovibond & Son Id. appl. of Defts. Henry Lovibond & Son Id. from order of Mr. Justice Farwell, dated Feb. 1, 1901 (produce order) March 1

2 Williams Ingram appl. of Pltffs. from order of Mr. Justice Byrne, dated Feb. 26, 1901 (produce order) March 5

3 J. Ambler & Sons Id. v. Mayor, &c. of Bedford appl. of Defts. from order of Mr. Justice Joyce, dated Aug. 3, 1901 (to come on with No. 109, General List, by order) August 15

{ In re de Almeida  
4 Scordis Kayser appl. of Pltff. from order of Mr. Justice Cozens-Hardy, dated June 28, 1901 August 19

5 Anderson Midland Ry. Co. (from application of Midland Ry. Co.) appl. of Pltff. from order of Mr. Justice Buckley, dated Oct. 29, 1901 (produce order, security ordered) November 9

6 Anderson Midland Ry. Co. (from application of Midland Ry. Co.) appl. of Pltff. from order of Mr. Justice Buckley, dated Oct. 29, 1901 (produce order, security ordered) November 11

{ In re Lloyd  
7 Lloyd Lloyd appl. of R. L. Allen & anr. from order of Mr. Justice Farwell, dated Nov. 1, 1901 (produce order, security ordered) November 15

{ In re Griffiths Cycle Corpn. Id.  
8 The Dunlop Pneumatic Tyre Co. Id. v. The John Griffiths Cycle Corpn. Id. appl. of Humber & Co. Id. from order of Mr. Justice Joyce, dated Nov. 2, 1901 (produce order) November 19

9 Vavasour Vavasour appl. of Pltff. from order of Mr. Justice Joyce, dated Nov. 18, 1901 (produce order) November 29

{ White  
10 Harrow Harrow Marylebone District Property Co. Id. appl. of Pltff. Stanley Harrow from order of Mr. Justice Joyce, dated Nov. 29, 1901 part heard

11 Poisson Robertson appl. of Pltff. F. C. Poisson from order of Mr. Justice Joyce, dated Nov. 28, 1901

{ In re The Trouville Pier Co. (La Jetée de Trouville) Id.  
12 The London Trust Co. Id. & anr. v. Harding & anr. appl. of Pltffs. from refusal of

From the Probate and Divorce Division.

FINAL LIST.

1901.

{ Divorce  
1 M. F. Abdy W. N. Abdy appl. of Petnr. from order of The President, dated Jan. 14, 1901 March 23

{ Probate  
2 Richardson Wood appl. of Pltff. from order of Mr. Justice Barnes, dated March 19, 1901 June 12

{ Probate  
3 In re Edmondson Edmondson Edmondson appl. of Pltff. from order of Mr. Justice Barnes, dated March 28, 1901 June 15

{ Divorce  
4 F. A. H. Auger, Petnr. v. A. L. Auger, Resp. A. H. B. Johnson, Co-Resp. appl. of Resp. from order of Mr. Justice Barnes, dated July 4, 1901 August 3

{ Probate  
5 Crickett Crickett, Eliza Crickett, Intervener appl. of Intervener from order of The President, dated July 25, 1901 August 3

{ Probate  
6 Crickett Crickett, Eliza Crickett, Intervener appl. of Pltff. from order of The President, dated July 25, 1901 (security ordered) August 3

{ Divorce  
7 Kaye Kaye appl. of Resp. from order of Mr. Justice Barnes, dated August 8, 1901 October 21

{ Divorce  
8 N. W. Blood C. R. Blood appl. of Appl. N. W. Blood from order of Mr. Justice Barnes, dated November 18, 1901 December 29

From the County Palatine Court of Lancaster.

GENERAL LIST.

1901.

1 In re Webster & Jones & V. & P. Act, 1914, & anr. appl. of James Webster & anr. from order of the The Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 18, 1901, and cross-notice of appl. of Resp., dated Dec. 2, 1901 November 29

2 Attorney-Gen. of the Duchy of Lancaster v. The Chamber Colliery Co. Id. appl. of Defta. from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 15, 1901 (produce order) December 14

*From the King's Bench Division.*

(In Bankruptcy.)

- 1 In re Davis, H. L. (expte. The Trustee) from an order made by Mr. Justice Wright, dated 28th October, 1901
- 2 In re A Debtor (expte. The Debtor), No. 1191 of 1901 from a receiving order made by Mr. Registrar Linklater, dated 28th November, 1901
- 3 In re A Debtor (expte. The Debtor), No. 1134 of 1901 from a receiving order made by Mr. Registrar Brougham, dated 7th December, 1901

- 15 Morgan, Wakley & Co. v. Powley, Thomas & Co. appl. of Deft. from judgt. of Mr. Justice Mathew, dated Nov. 30, 1900, without a jury, Middlesex December 17
- 16 Eagle Bott Masbam appl. of Pltff. from judgt. of Mr. Justice Mathew, dated Dec. 12, 1900, without a jury (Commercial List), Middlesex December 21
- 17 Cathcart Jacobs appl. of Pltff. from judgt. of Mr. Justice Day, dated Dec. 17, 1900, without jury, Middlesex December 28

- 35 Keats Beadle appl. of Pltff. from judgt. of Mr. Justice Day, dated Feb. 11, 1901, with a jury February 28
- 36 Remington Broadwood appl. of Deft. Julia Broadwood from judgt. of Mr. Justice Bruce, dated Feb. 18, 1901, with a common jury, Middlesex February 28
- 37 Remington Broadwood appl. of Pltff. from judgt. of Mr. Justice Bruce, dated Feb. 18, 1901, with a common jury, Middlesex (No. 6, New Trial, Remington v. Broadwood & anr., to follow these two appeals) by order March 2

1901.

- 18 The Power Die Printing Syndicate ld. v. Johnston appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated Dec. 20, 1900, without a jury, Middlesex January 4
- 19 Richelmann & anr. v. Verner appl. of Pltff. from judgt. of Mr. Justice Mathew, dated Nov. 7, 1900, without a jury, Middlesex January 22
- 20 Leach Arber appl. of Deft. from judgt. of Mr. Justice Bigham, dated Jan. 14, 1901, without a jury, Middlesex January 24
- 21 Doyle & anr. (Coles) Coles (by original action) Doyle & ors. appl. of Thomas E. Coles, Deft. in counter-claim, from judgt. of Mr. Justice Grantham, dated Oct. 23, 1900, without a jury, Middlesex (s.o. not before Jan. 31, 1902) January 29

- 38 Fitzpatrick Evans & Co. ld. appl. of Pltff. from order of Justices Wills and Channell, dated Feb. 9, 1901 February 28
- 39 Currie Booth appl. of Defta. from judgt. of Mr. Justice Phillimore, dated Feb. 22, 1901, without a jury, Middlesex March 6
- 40 The Mold & Denbigh Junction Ry. Co. v. The London and North Western Ry. Co. (Railway & Canal Commission) appl. of Applicants from judgt. of Mr. Justice Wright, Sir F. Peel, and Viscount Cobham, dated Feb. 25, 1901 March 7
- 41 North Queensland Insee. Co. ld. v. The Rhenish Westphalian Lloyd Marine Insee. Co. ld. appl. of Pltff. from judgt. of Mr. Justice Bigham, dated Feb. 26, 1901, without a jury, Middlesex March 7

- 22 Ellis Watson appl. of Pltff. from order of Mr. Justice Channell, dated Jan. 19, 1901, without a jury, Middlesex February 1
- 23 Salisbury Jones v. The Joint Stock Institute ld. & anr. appl. of Deft. Bottomley from order of Mr. Justice Ridley, dated Dec. 19, 1900, without a jury, Middlesex February 1
- 24 Holdsworth Richardson & Salmon appl. of Defta. from order of Mr. Justice Mathew, dated Jan. 28, 1901, without a jury, Middlesex February 4

- 42 Wentworth Peel appl. of Deft. from judgt. of Mr. Justice Lawrence, dated March 9, 1901, without a jury, Middlesex March 12
- 43 Carmichael Abrahams appl. of Deft. from judgt. of Mr. Justice Channell, dated March 4, 1901, without a jury, Middlesex March 12
- 44 Keates Woodward (Crown Side) appl. of Pltff. from judgt. of Justices Wills & Channell, dated Feb. 6, 1901 March 12
- 45 Bonham Carter v. Franckelas appl. of Deft. from judgt. of Mr. Justice Day, dated Feb. 18, 1901, with special jury, Southampton March 14

- 25 Collins The Law Guarantee & Trust Soc. ld. appl. of Defta. from judgt. of Mr. Justice Kennedy, dated Feb. 5, 1901, without a jury, Middlesex February 7
- 26 The Mayor of Blackburn v. Sanderson & ors. appl. of Pltffs. from order of Mr. Justice Mathew, dated Dec. 19, 1900, without a jury, Middlesex February 7
- 27 Cudlip v. Finlison appl. of Deft. from judgt. of Mr. Justice Day, dated Jan. 28, 1901, without a jury, Taunton February 7
- 28 Lane Elliott Bros. appl. of Defta. from judgt. of Mr. Justice Ridley, dated Jan. 17, 1901, without a jury, Middlesex February 9

- 46 Stein & anr. Pope appl. of Deft. from judgt. of Mr. Justice Darling, dated March 9, 1901, without a jury, Middlesex March 13
- 47 Summers Ward appl. of Pltff. from judgt. of Mr. Justice Ridley, dated Dec. 6, 1900, with a common jury, Middlesex March 16
- 48 Bingham Turner appl. of Deft. from judgt. of Mr. Justice Channell, dated March 18, 1901, without a jury, Middlesex March 21
- 49 Glasscock The London, Tilbury & Southend Ry. Co. appl. of Pltff. from judgt. of Mr. Justice Darling, dated March 13, 1901 (and cross-notice of appl. by Deft. Co. for a new trial, dated March 13, 1900), with a special jury, Middx. March 25

- 29 The Harburg India-Rubber Comb Co. & Ferdinand Winter v. Martin Brown appl. of Deft. from judgt. of Mr. Justice Mathew, dated Jan. 28, 1901, with a special jury, Middx. February 9
- 30 Radford Delmege appl. of Pltff. from judgt. of The Lord Chief Justice, dated Dec. 18, 1901, without a jury, Middlesex February 11
- 31 The Northfleet Coal & Ballast Co. ld. v. The Tower Portland Cement Co. ld. & George Butchard appl. of Deft. and George Butchard's executors from judgt. of Mr. Justice Ridley, dated Feb. 1, 1901, without a jury, Middlesex February 12

- 50 South Wales & Liverpool Steam Ship Co. ld. v. H. & C. Grayson ld. appl. of Pltff. from judgt. of Mr. Justice Bucknill, dated Feb. 21, 1901, without a jury, Liverpool March 26
- 51 The London County Council v. The Urban District Council of Acton appl. of Deft. from judgt. of Mr. Justice Ridley, dated Dec. 14, 1900, without a jury, Middlesex March 27
- 52 London, Tilbury & Southend Ry. Co. v. The Great Eastern Ry. Co. (Railway & Canal Commission) appl. of Defta. from judgt. of Mr. Justice Wright, dated March 23, 1901 April 3

- 32 Sawrey Vercoe appl. of Pltff. from judgt. of Mr. Justice Bigham, dated Nov. 29, 1900, without a jury, Middlesex February 18
- 33 Repetto Friary Steam Ship Co. ld. appl. of Defta. from judgt. of Mr. Justice Mathew, dated Feb. 15, 1901, without a jury, Middlesex (further evidence to be asked for at hearing of the appl., by order, March 4, 1901) February 22
- 34 Richard Holden ld. v. Bostock & Co. ld. appl. of Defta. from judgt. of Mr. Justice Bigham, dated Feb. 7, 1901, without a jury, Manchester February 26

- 53 The Guardians of the Poor of West Ham Union, County of Essex (Appellants) v. The London County Council (Respondents) (Crown Side) appl. of applts. from judgt. of Justices Darling & Channell, dated March 21, 1901 April 3
- 54 Maxwell The British Thomson Houston Co. ld., Blackwell & Co., 3rd parties (Crown Side) appl. of Defta. from judgt. of Mr. Justice Kennedy, dated March 27, 1901, with special jury, Leeds April 4

*From the King's Bench Division.*

FOR HEARING.

FINAL LIST.

1899.

- 1 Rowlands (Appl.) v. Miller (Respt.) Crown Side appl. of Respt. from judgt. of Justices Lawrence and Channell, dated February 17, 1899 (security ordered) March 2

1900.

- 2 Short Foss appl. of Defta. from judgt. of Mr. Justice Lawrence, dated Oct. 23, 1899, without a jury, Middlesex (security ordered) January 27
- 3 Erin (widow) & ors. v. Weston appl. of Pltffs. from judgt. of Mr. Justice Phillimore, dated March 16, 1900 (security ordered) June 16
- 4 McGrath Elder, Dempster & Co. appl. of Pltff. from judgt. of The Judge of the Court of Passage (Liverpool), dated July 11, 1900 (security ordered) August 1
- 5 Campton & Co. Valentine Extract Co. ld. & ors. appl. of Pltffs. from judgt. of Mr. Justice Darling, dated July 21, 1900, without jury, Middlesex October 25
- 6 W. Montgomery & Co. v. The Indemnity Mutual Marine, &c. ld. appl. of Defta. from judgt. of Mr. Justice Mathew, dated Nov. 9, 1900, without jury, Middlesex November 27
- 7 Holland & Co. ld. v. Sarah Jean Langdale appl. of Deft. from judgt. of Mr. Justice Darling, dated Nov. 6, 1900, without jury, Middlesex November 30
- 8 Sanders White & Samuel (Thomas Biggs, admr.) (Crown Side) appl. of Cimat. from judgt. of The Lord Chief Justice and Mr. Justice Kennedy, dated Nov. 21, 1900 November 30
- 9 Richard Yates William Francis Terry (Crown Side) appl. of Pltff. from judgt. of Justices Lawrence and Kennedy, dated Oct. 31, 1900 December 1
- 10 The Great Western Ry. Co. v. The Metropolitan Ry. Co. (Railway & Canal Commission) appl. of Defta. The Metropolitan Ry. Co. from judgt. of Mr. Justice Wright, Sir F. Peel, and Viscount Cobham, dated Nov. 21, 1900 December 4
- 11 La Société Anonyme L'industrielle Russo-Belge v. H. Scholefield & Son appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated Nov. 23, 1900, without a jury, Middlesex December 4
- 12 Guthrie & ors. North China Insee. Co. ld. appl. of Defta. from judgt. of Mr. Justice Mathew, dated Nov. 23, 1900, without a jury, Middlesex December 6
- 13 Hobbs & Son Turner appl. of Deft. from judgt. of Mr. Justice Kennedy, dated Nov. 24, 1900, without jury, Middlesex December 10
- 14 A. & A. Crompton & Co. ld. v. The Lancashire and Yorkshire Ry. Co. (Railway & Canal Commission) appl. of Defta. from judgt. of Mr. Justice Wright, Sir F. Peel & Viscount Cobham, dated Nov. 8, 1900 December 17



- 5 Earl of Craven *Pridmore* appl. of *Pliff.* from *judgt.* of *Mr. Justice Ridley*, dated *March 29, 1901*, without a *Jury*, *Warwick* *April 12*
- 56 The King *Dr. Tristram & G. Davey (Crown Side)* appl. of *Rev. H. F. R. Hind & ors.* from *order* of *Justices Darling & Channell*, dated *March 21, 1901* *April 15*
- 57 Kinnell *Naser & anr.* appl. of *Def't.* from *judgt.* of *Mr. Justice Lawrence*, dated *March 9, 1901*, without a *jury*, *Middlesex* *April 16*
- 58 Scrutton, Sons & Co. v. Sommer & Co. (J. & R. Lister, 3rd parties) appl. of *Pliff.* from *judgt.* of *Mr. Justice Bigham*, dated *March 18, 1901*, without a *jury*, *Middlesex* *April 17*
- 59 Gibbs *Chloride Electrical Storage Syndicate* *Id.* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Bigham*, dated *April 2, 1901*, without a *jury*, *Middlesex* *April 24*
- 60 Wright *Glyn* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Grantham*, dated *April 20, 1901*, without a *jury*, *Middlesex* *April 26*
- 61 The Attorney-Gen. on the relation of the Bromley Rural District Council & anr. v. Copeland appl. of *Pliff.* from *judgt.* of *the Lord Chief Justice*, without a *jury*, *Middlesex* *April 29*
- 62 Thrussell *Parsons (Crown Side)* appl. of *Pliff. William Thrussell (in forma pauperis)* from *judgt.* of *the Lord Chief Justice & Mr. Justice Lawrence*, dated *April 18, 1901* by *order* *April 30*
- 63 Moorby *The Mayor, Aldermen & Citizens of the City and County of Kingston-upon-Hull* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Lawrence*, without a *jury*, dated *April 2, 1901* *May 1*
- 64 H. B. W. Foulger v. H. Arding (Crown Side) appl. of *Pliff.* from *judgt.* of *the Lord Chief Justice & Mr. Justice Lawrence*, dated *April 20, 1901* *May 2*
- 65 Huthen *Stewart & Co.* appl. of *Pliff.* from *judgt.* of *Mr. Justice Phillimore*, dated *April 1, 1901* *May 4*
- 66 Wallenberg *Payne* appl. of *Pliff.* from *judgt.* of *Mr. Justice Bigham*, without a *jury*, dated *April 22, 1901* *May 6*
- 67 Reffell's Bexley Brewery *Id.* v. *Hughes* appl. of *Def't.* from *judgt.* of *Mr. Justice Ridley*, dated *April 22, 1901*, and *common jury*, *Middlesex* *May 6*
- 68 Hainsworth *British Workman's and General Assoe. Co. Id.* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Kennedy*, dated *April 18, 1901*, and *special jury*, *Leeds* *May 8*
- 69 The Reversionary & General Securities Co. *Id.* v. *Gillon* appl. of *Pliffs.* from *judgt.* of *Mr. Justice Channell*, dated *April 30, 1901*, without a *jury* *May 8*
- 70 Robert Skeene *Charles Cook (Crown Side)* appl. of *Pliff.* from *judgt.* of *Justices Channell & Darling*, dated *March 22, 1901* *May 8*
- 71 The Zillah Shipping Co. *Id.* v. *The Midland Ry. Co. (Crown Side)* appl. of *Def'ts.* from *judgt.* of *the Lord Chief Justice & Mr. Justice Lawrence*, dated *April 18, 1901* *May 8*
- 72 { In re an Arbitration  
Messrs. Ford & Co. and Messrs. Bembrose & Sons *Id.* and  
In re The Arbitration Act, 1889 appl. of *Bembrose and Sons* *Id.* from *judgt.* of *Justices Kennedy & Phillimore*, dated *April 30, 1901* *May 11*
- 73 Frangopol & Co. v. Lomas & Co. appl. of *Pliffa.* from *judgt.* of *Mr. Justice Kennedy*, dated *April 23, 1901* *May 13*
- 74 Nicholas *Parker & anr.* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Wright*, dated *May 7, 1901* *May 14*
- 75 The Property Exchange *Id.*, *App'ts.* v. *The Board of Works for the Wandsworth District*, now *The Mayor, Aldermen and Councilors of the Metropolitan Borough of Wandsworth*, *Respt.* (*Crown Side*) appl. of *App'ts.* from *judgt.* of *the Lord Chief Justice & Mr. Justice Lawrence*, dated *April 18, 1901* *May 14*
- 76 In re an Arbitration between *Cowley & Co.* of the one part and *Thomas Morrison* of the other part appl. of *Morrison & Co.* from *judgt.* of *Justices Kennedy & Phillimore*, dated *May 6, 1901* *May 17*
- 77 In re an Arbitration between *Henry Tyrer and Co.* of the one part & *Hessler & Co.*, owners of the other part appl. of *Hessler & Co.* from *judgt.* of *Justices Kennedy & Phillimore*, dated *May 2, 1901* *May 20*
- 78 Day & anr. *Powell & anr.* appl. of *Pliff.* from *judgt.* of *Mr. Justice Channell*, dated *April 19, 1901*, without *jury*, *Middlesex* *May 21*
- 79 Gros & ors. *Barnett* appl. of *Def't.* from *judgt.* of *Mr. Justice Grantham*, dated *May 22, 1901* *May 23*
- 80 Rev. G. N. Herbert, *App't.* v. *J. A. M. Quade (Surveyor of Taxes)*, *Respt.* (*Revenue Side*) appl. of *Respt.* from *judgt.* of *Justices Kennedy & Phillimore*, dated *May 9, 1901* part heard (s.o. for additional facts) *May 22*
- 81 Gates & ors. *Bill* appl. of *Def't.* from *judgt.* of *Mr. Justice Ridley*, dated *May 14, 1901*, with a *jury* *May 24*
- 82 The Caridad Copper Mining Co. *Id.* v. *Swallow* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Wright*, dated *May 14, 1901* *May 24*
- 83 Frazer *Walke* appl. of *Def't.* from *judgt.* of *Mr. Justice Grantham*, dated *May 17, 1901*, without a *jury*, *Middlesex* *May 31*
- 84 In re an Arbitration between the owners of the Steamship *Islok* and *Fred Drug-horn* appl. of *Def't.* from *judgt.* of *Justices Kennedy & Phillimore*, dated *May 17, 1901* *May 29*
- 85 Martingell *Brown* appl. of *Pliff.* from *judgt.* of *Justices Ridley & Phillimore*, dated *May 21, 1901* *May 29*
- 86 Aktieselskabet *Shakespeare v. C. J. Ekman & Co.* appl. of *Pliff.* from *judgt.* of *Mr. Justice Bigham* and *Commercial Court*, dated *March 6, 1901* *May 30*
- 87 Patrick Igoe (Appellants) v. *Thomas Thornhill Shann* and *ors.*, *J.* of the *Peace* for the *County and City of Manchester (Respts.) (Crown Side)* appl. of *Respts.* from *judgt.* of *the Lord Chief Justice & Mr. Justice Lawrence*, dated *May 7, 1901* *May 31*
- 88 { In re an Arbitration  
(The *Bwila & Merthyr Dare Steam Collieries (1891) Id.* v. *The Pontypridd Water-works Co.* appl. of *Def'ts.* from *judgt.* of *Justices Ridley & Phillimore*, dated *May 22, 1901* *June 5*
- 89 The County Council of the Administrative County of *Hertford* v. *The Rural District Council of Barnet* appl. of *Def'ts.* from *order* of *Mr. Justice Lawrence*, dated *May 17, 1901*, without a *jury*, *Middlesex* *June 13*
- 90 Francis Times & Co. v. *Meade* appl. of *Pliffa.* from *judgt.* of *Mr. Justice Bigham*, dated *May 22, 1901*, without a *jury*, *Middlesex* *June 18*
- 91 Lord Portsmouth and anr. v. *The London and South Western Ry. Co.* appl. of *Pliffa.* from *judgt.* of *Mr. Justice Darling*, dated *May 22, 1901*, without a *jury*, *Middlesex* *June 24*
- 92 Sam: *Same* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Darling*, dated *May 22, 1901* *June 24*
- 93 The Turnchapel *Wharves & Warehouses Id.* v. *Pitts, Son & King Id.* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Grantham*, dated *June 15, 1901*, with a *special jury*, *Middlesex* *June 25*
- 94 John Marshall *The Royal Exchange Assoe. Corp.* appl. of *Pliff.* from *judgt.* of *Justices Ridley & Phillimore*, dated *May 22, 1901*, with *special jury*, *Middlesex* *June 25*
- 95 New River Co. v. *Assessment Committee of Hertford Union & ors. (Crown Side)* appl. of *Respts.* from *judgt.* of *Justices Ridley & Bigham*, dated *June 11, 1901* *June 25*
- 96 The Associated Portland Cement Manufacturers (1900) *Id.* & *ors.* v. *Tolhurst* appl. of *Pliffs.* from *judgt.* of *Mr. Justice Mathew*, dated *June 12, 1901*, without a *jury*, *Middlesex (Commercial List)* *June 25*
- 97 Tolhurst *The Associated Portland Cement Manufacturers (1900) Id.* & *ors.* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Mathew*, dated *June 12, 1901*, without a *jury*, *Middlesex* *June 25*
- 98 B. H. Abrahams v. *Bullock* appl. of *Pliffa.* from *judgt.* of *Mr. Justice Ridley*, dated *June 6th, 1901*, without a *jury*, *Middlesex* *June 25*
- 99 Gunn *Showall's Brewery Co. Id.* & *ors.* appl. of *Def'ts.* *Showall's Brewery Co. Id.* from a *judgt.* of *Mr. Justice Channell*, dated *June 1, 1901*, without a *jury*, *Middlesex* *June 25*
- 100 Squire *Hussey* appl. of *Def't.* from *judgt.* of *Mr. Justice Grantham*, dated *June 8, 1901*, without a *jury*, *Middlesex (security ordered)* *June 25*
- 101 Wertheim *Thomas Owen & Co. Id.* appl. of *Pliff.* from *judgt.* of *Mr. Justice Mathew*, dated *May 7, 1901*, and *cross-notice of appeal by Def't.* (from part of same order) without a *jury*, *Middlesex* *July 1*
- 102 The Corporation of the Royal Exchange Assurance v. *Sjöförsäkrings Aktie Bolaget Vega* appl. of *Pliffa.* from *judgt.* of *Mr. Justice Bigham*, dated *June 15, 1901*, without a *jury*, *Middlesex* *July 4*
- 103 Whinney *Bowman* appl. of *Def't.* from *judgt.* of *Mr. Justice Channell*, dated *June 28, 1901*, without a *jury*, *Middlesex* *July 5*
- 104 Favets *Merry* appl. of *Pliff.* from *judgt.* of *Mr. Justice Ridley*, dated *June 25, 1901*, without a *jury*, *Middlesex* *July 5*
- 105 Michel *Day* appl. of *Pliff.* from *judgt.* of *Mr. Justice Ridley*, dated *June 26, 1901*, without a *jury*, *Middlesex* *July 5*
- 106 Taylor *Tombs and Same v. Same* appl. of *Pliffa.* from *judgt.* of *Mr. Justice Darling*, dated *July 4, 1901*, with *common jury*, *Middlesex (two actions consolidated, by order)* *July 8*
- 107 Hedley *Rippin & ors.* appl. of *Pliff.* from *judgt.* of *Mr. Justice Darling*, dated *July 3, 1901*, with *common jury*, *Middlesex (security ordered)* *July 12*
- 108 Vickers, Sons & Maxim *Id.* v. *Midland Ry. Co. & ors. (Railway & Canal Commission)* appl. of *Def'ts.* from *judgt.* of *Mr. Justice Wright*, *Sr. F. Peel* and *Vicount Cobham*, dated *July 10, 1901* *July 15*
- 109 Reffell's Bexley Brewery *Id.* v. *Hughes* appl. of *Def't.* from *judgt.* of *Mr. Justice Ridley*, dated *June 24, 1901*, with *common jury*, *Middlesex* *July 15*
- 110 Osborne *Quarry Publishing Co. Id.* appl. of *Pliff.* from *judgt.* of *Mr. Justice Ridley*, dated *May 6, 1901*, with a *jury*, *Middlesex (security ordered)* *July 15*
- 111 Burdett & Harris v. *Macley* appl. of *Def't.* from *judgt.* of *Mr. Justice Phillimore*, dated *July 8, 1901* *July 16*
- 112 Pain Bros. *Macley* appl. of *Def't.* from *judgt.* of *Mr. Justice Phillimore*, dated *July 3, 1901* *July 16*
- 113 Daines, Adam & Co. v. *Macley* appl. of *Def't.* from *judgt.* of *Mr. Justice Phillimore*, dated *July 6, 1901* *July 16*
- 114 Mercer *The Liverpool, St. Helens & South Lancashire Ry. Co.* appl. of *Def'ts.* from *judgt.* of *the Lord Chief Justice*, dated *June 24, 1901*, without a *jury*, *Middlesex* *July 16*
- 115 Trelegir Iron & Coal Co. *Id.* v. *Hawthorn Bros & Co.* appl. of *Pliffa.* from *order* of *Mr. Justice Phillimore*, dated

- June 26, 1901, without a jury, Middlesex July 18  
 116 Rosenthal Bros. (Appellants) v. Redfern & Son (Respts.) (Crown Side) appl. of Defts. from judgt. of Justices Channell & Bucknill, dated June 28, 1901 July 20  
 117 Steel, Young & Co. v. Grand Canary Coaling Co. appl. of Deft. from judgt. of Mr. Justice Phillimore, dated July 15, 1901 July 29  
 118 Charles Cammell & Co. v. The Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Midland Ry. Co. from judgt. of Mr. Justice Wright, Sir F. Peel & Viscount Cobham, dated July 10, 1901 July 31  
 119 John Brown & Co. ld. v. The Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Midland Ry. Co. from judgt. of Mr. Justice Wright, Right Hon. Sir F. Peel & Viscount Cobham, dated July 10, 1901 July 31  
 120 Mitchell Richard Evans & Co. ld. appl. of Defts. from judgt. of Mr. Justice Bucknill, dated July 26, 1901, without a jury August 2  
 121 Mediterranean & New York Steam Ship Co. v. Mackay appl. of Pltffs. from judgt. of Mr. Justice Bucknill, dated July 6, 1901, with special jury, Manchester August 3  
 122 George Nelson & Sons v. James & Alexander Brown appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated July 30, 1901, without a jury August 5  
 123 Preston (trading as John Preston) v. Furness, Withby and Co. appl. of Defts. from judgt. of Mr. Justice Mathew and cross-notice of appeal by Pltff. from same order, dated July 31, 1901, without a jury August 7  
 124 Nigl Gold, &c. Co. v. Hoards appl. of Deft. from judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 7  
 125 The Kingswell Steamship Co. ld. v. F. W. Marten appl. of Pltffs. from judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 7  
 126 Neustadt Lambert appl. of Deft. from judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 8  
 127 Haadby Wolverhampton Race Course and Dunstall Park Club Co. ld. appl. of Pltff. from judgt. of Mr. Justice Darling, dated July 24, 1901, without a jury, Stafford August 8  
 128 A. E. Prigson (Liquidator of the Cheap Wood Co. ld.) v. Churchill & Sim appl. of Defts. from judgt. of Mr. Justice Mathew, dated July 31, 1901, without a jury, Middlesex August 8  
 129 Robinson Gold Mining Co. ld. & ors. v. Alliance Marine and General Assce. Co. ld. appl. of Pltffs. from judgt. of Mr. Justice Phillimore, dated July 15, 1901, without a jury, Middlesex August 9  
 130 C. H. A. Dougherty v. E. Richards & Co. appl. of Deft. from judgt. of Mr. Justice Darling, dated July 31, 1901, common jury, Middx. August 9  
 131 Dunn & ors. Donald Currie & Co. & Bucknall Bros. appl. of Defts. Bucknall Bros. from judgt. of Mr. Justice Mathew, dated Aug. 2, 1901, Middlesex August 10  
 132 Elliot Loogden appl. of Deft. from judgt. of Mr. Justice Phillimore, dated July 2, 1901, and common jury, Middlesex (security ordered) August 18  
 133 Craig Phillip appl. of Deft. from judgt. of Mr. Justice Grantham, dated June 25, 1901, and special jury, Middlesex August 16  
 134 Ben Graham & ors. (trading, &c.) v. The Commissioners of His Majesty's Works & Public Buildings appl. of Defts. from judgt. of The Lord Chief Justice, dated Aug. 6, 1901, and special jury, Leeds August 16  
 135 Pearce Greening appl. of Deft. from judgt. of Mr. Justice Wills, dated Aug. 6, 1901, without jury, Exeter, August 20  
 136 Cartor Leyson appl. of Deft. from judgt. of Mr. Justice Phillimore, dated Aug. 9, 1901, without jury, Birmingham August 23  
 137 Curtis & Co. Head appl. of Deft. from judgt. of Mr. Justice Mathew, dated July 29, 1901, without jury, Middlesex August 23  
 138 The Steamship Carisbrook Co. ld. v. London & Provincial Marine & General Insee. Co. ld. appl. of Pltff. from judgt. of Mr. Justice Mathew, dated Aug. 7, 1901, without jury, Middlesex August 31  
 139 Sir William Dunn & ors. v. Donald Currie & Co. & ors. appl. of Defts. Denal Currie & Co. from judgt. of Mr. Justice Mathew, dated Aug. 2, 1901, without jury, Middlesex September 7  
 140 Mollineux The London, Birmingham & Manchester Insee. Co. ld. appl. of Pltff. from judgt. of Mr. Justice Phillimore, dated Aug. 6, 1901, without jury, Birmingham September 12  
 141 The Long Eaton Recreation Grounds Co. ld. v. The Midland Ry. Co. appl. of Defts. from judgt. of Mr. Justice Lawrence, dated Aug. 12, 1901 (non-jury), Derby September 16  
 142 Ratcliff & Draltry v. A. B. Mendelssohn appl. of Deft. from judgt. of Mr. Justice Mathew, dated Aug. 7, 1901 (non-jury), Middlesex September 16  
 143 Honikman Stopford & ors. appl. of Pltff. from judgt. of Mr. Justice Darling, dated Aug. 9, 1901, non-jury, Middlesex October 9  
 144 H. F. Van Lam & Co. v. Baring Bros. ld. appl. of Pltffs. from judgt. of Mr. Justice Bigham, dated July 2, 1901, non-jury, Middlesex October 9  
 145 Reid J. B. Lee & Sons & ors. appl. of Pltffs. from judgt. of Mr. Justice Kennedy, dated Aug. 9, 1901, non-jury, Middlesex October 9  
 146 Scott & Horton Godfrey appl. of Deft. from judgt. of Mr. Justice (Commercial) dated June 27, 1901, non-jury, Middlesex October 23  
 147 Bridgwater & Smith v. Godfrey appl. of Deft. from judgt. of Mr. Justice (Commercial List), dated August 2, 1901 (Non-Jury) October 23  
 148 Wallis Chlorine Syndicate ld. v. American Alkali Co. ld. appl. of Defts. from judgt. of Mr. Justice Grantham, dated July 6, 1901, with special jury, Middlesex October 23  
 149 The Mayor, &c. of Truro v. Rowe appl. of Pltffs. from judgt. of Mr. Justice Wills, dated Aug. 10, 1901 October 23  
 150 Same Kemp appl. of Pltffs. from judgt. of Mr. Justice Wills, dated August 5, 1901 October 23  
 151 Vogemann Zanzibar Steamship Co. ld. appl. of Pltff. from judgt. of Mr. Justice Phillimore, dated July 15, 1901, without jury, Middlesex October 24  
 152 Renton & Co. Midland Ry. Co. & ors. (Railway and Canal Commission) appl. of Midland Ry. Co. from judgt. of Mr. Justice Wright, Sir F. Peel, and Viscount Cobham, dated July 10, 1901 October 29  
 153 Lloyds Bank ld. Gerard Mosley appl. of Deft. from judgt. of Mr. Justice Wills, dated August 6, 1901, without a jury, Brist 1 October 31  
 154 Hoare & Co. ld. Met. Borough of Lewisham appl. of Defts. from judgt. of Mr. Justice Lawrence, dated August 12, 1901, without a jury, Middx. November 1  
 155 J. W. Hemmant v. G. Hemmant appl. of Defts. from judgt. of Mr. Justice Bruce, dated Aug. 7, 1901, without a jury, Leeds November 5  
 156 Titchfield Bank ld. v. Irvin & ors. appl. of Pltffs. from judgt. of Mr. Justice Darling, dated Nov. 2, 1901, without a jury, Middlesex November 6  
 157 Wyler The Ibo Investment Trust Id. appl. of Pltff. from judgt. of Mr. Justice Walton, dated Oct. 31, 1901, without a jury, Middx. November 11  
 158 Mayor of Westminster, Appit. v. Edgcombe, Respt., (Crown Side) appl. of Respt. from order of The Lord Chief Justice and Mr. Justice Ridley, dated Oct. 25, 1901 November 12  
 159 Ward Bros. James Hill & Sons appl. of Defts. from judgt. of Mr. Justice Wills, dated Aug. 6, 1901, without a jury, Middlesex November 14  
 160 In the Matter of Casson P. Smith, a Solr., &c., and in the Matter of the Solicitors' Act, 1888 appl. of C. P. Smith from judgt. of Justices Kennedy and Darling, dated Aug. 8, 1901 November 18  
 161 The Electrolytic Plating Apparatus Co. ld. v. Henry Holland Co. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Nov. 6, 1901, without a jury, Middlesex November 19  
 162 Same John Birch & Sons ld. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Nov. 6, 1901, without a jury, Middlesex November 19  
 163 George Coates appl. of Deft. from judgt. of Mr. Justice Ridley, dated Nov. 7, 1901, without a jury, Middlesex November 21  
 164 Temple, Thomson & Clark v. Runnalls appl. of Pltffs. from judgt. of Mr. Justice Bigham (Commercial Cause), dated Nov. 5, 1901, without a jury, Middlesex November 23  
 165 Trustee of G. Mellor a bankrupt v. Maas appl. of Deft. from judgt. of Mr. Justice Wright, dated Nov. 8, 1901, without a jury, Middlesex November 23  
 166 Sykes Curtis & ors. appl. of G. Murray, (3rd party) from judgt. of Mr. Justice Ridley, dated Nov. 19, 1901, without a jury, Middlesex November 26  
 167 Spooner & anr. Day appl. of Deft. from judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 28  
 168 Holt Wren appl. of E. Holt, Pltff., from judgt. of Mr. Justice Wills, dated Nov. 1901, District Registry, Blackburn November 27  
 169 Bolton Pdaley & Co. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Nov. 18, 1901, without a jury, Middlesex (security ordered) November 29  
 170 Simon Hilliam (trading, &c.) appl. of Deft. from judgt. of Mr. Justice Channell, dated Nov. 16, 1901, without a jury, Middlesex November 30  
 171 Cooke Payne appl. of Deft. from judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 28  
 172 Mills & Sparrow v. The Atlantic Transport Co. ld. appl. of Defts. from judgt. of Mr. Justice Walton, dated Nov. 16, 1901, without a jury, Middlesex November 30  
 173 Zimble & anr. Abrahams appl. of Pltffs. from judgt. of Mr. Justice Darling, dated Nov. 23, 1901, without a jury, Middlesex December 4  
 174 Lewis Berkeley & anr. appl. of Pltff. from judgt. of Mr. Justice Darling, dated Nov. 16, 1901, without a jury, Middlesex December 5  
 175 Basset Maudslay appl. of Deft. from judgt. of Mr. Justice Bucknill, dated Nov. 26, 1901, without a jury, Middlesex December 8  
 176 Phillip Bennett & Co. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Nov. 29, 1901, without a jury, Middlesex December 8  
 177 Wilcock Greig appl. of Pltff. from judgt. of Mr. Darling, dated Nov. 29, 1901, without a jury, Middlesex December 8

- 228 In re an Arbitration between R. Craggs & Sons and John Lockie appl. of Deft. John Lockie from order of Mr. Justice Wright (on special case), dated Nov. 28, 1901 December 9
- 279 In re an Arbitration between Lord Mostyn and F. H. Fitzsimmons appl. of Lord Mostyn from order of Mr. Justice Wright (on special case), dated Nov. 27, 1901 December 11
- 280 The Mutual Loan Fund Assoc. ld. v. Friend appl. of Pliffs. from judgt. of Mr. Justice Darling, dated Nov. 30, 1901, without a jury, Middlesex December 12
- 281 Collins Lake View Consols ld. appl. of Defts. from judgt. of Mr. Justice Walton, dated Nov. 2, 1901, without a jury, Middlesex December 12
- 282 Harris & Co. v. Davis & Co. ld. & anr. appl. of Pliffs. from judgt. of Mr. Justice Wright, dated Dec. 6, 1901, without a jury, Middlesex December 13
- 283 Wyatt The London County Council appl. of Defts. from judgt. of Mr. Justice Wright, dated Dec. 9, 1901, without a jury, Middlesex December 16
- 284 Hanftsaengl The British Microscope & Biograph Co. ld. appl. of Pliffs. from judgt. of Mr. Justice Phillimore, dated Dec. 4, 1901, with a common jury, Middlesex December 19
- 285 Green Lydall & anr. appl. of Pliffs. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex December 20
- 286 Charrington, Sells, Dale & Co. v. The Midland Ry. Co. (Railway & Canal Commission) appl. of Defts. from order of Mr. Justice Wright, Sir F. Peel and Viscount Cobham, dated Dec. 6, 1901 December 23
- 287 The London & India Docks Co. v. The Great Eastern Ry. Co. and the Midland Ry. Co. (Railway and Canal Commission) appl. of The Midland Ry. Co. from judgt., dated Dec. 13, 1901 December 21

*From the Probate, Divorce, and Admiralty Division.*

*(Admiralty.)*

FOR HEARING.

*With Nautical Assessors.*

FINAL LIST.

1901.

- 1 {Ovingdean Grange—1901—Folios 337 & 338 Owners of Forsete v. Owners of Ovingdean Grange (damage) appl. of Pliffs. from judgt. of the President, dated Feb. 15, 1901 May 1
- 2 {Mount Vernon—1899—Folio 533 Owners of the Handel Llist v. George Shephard and ors. (damage) appl. of Defts. from judgt. of Mr. Justice Barnes, dated April 30, 1901 July 1
- 3 {Oceanic—1901—Folio 357 The Waterford Steam Ship Co. ld. v. The Oceanic Steam Ship Co. ld. (damage) appl. of Defts. from judgt. of the President, dated Oct. 29, 1901 November 11

*Without Nautical Assessors.*

FINAL LIST.

- 1 {Swinson—1901—Folio 52 Millen & Carys Cape Verde Islands ld. v. The Swindon Steamship Co. ld. (question of Law) appl. of Deft. from judgt. of the Divisional Court, dated June 14, 1901 July 21

*From the King's Bench Division.*

NEW TRIAL PAPER.

1899.

- 1 Woolley Manchester Ship Canal Co. appl. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated March 13, 1899, at trial before T. H. Baylis, Esq., and special jury (Court of Passage, Liverpool) April 19

1901.

- 2 Remington Broadwood & anr. appl. of Deft. A. S. Broadwood for judgt. or new trial on appl. from verdict & judgt., dated Feb. 15, 1901, at trial before Mr. Justice Bruce and common jury, Middlesex (to follow No. 60 final appeal, by order) March 12
- 3 Vicars The Hydro Incandescent Gas Light Co. ld. and ors. appl. of Pliff. for judgt. or new trial on appl. from verdict and judgt., dated July 5, 1901, at trial before Mr. Justice Lawrence and special jury, Middlesex July 13
- 4 Taylor London & Yorkshire Bank ld. & anr. appl. of London & Yorkshire Bank for judgt. or new trial on appl. from verdict and judgt., dated Aug. 9, 1901, at trial before The Lord Chief Justice and a jury, Middlesex October 30
- 5 Henderson Bateman and legal representatives & ors. appl. of Pliff. for judgt. or new trial on appl. from verdict and judgt., dated Oct. 28, 1901, at trial before Mr. Justice Grantham and a special jury, Middlesex November 1
- 6 Batten, Carne & Carne's Banking Co. ld. v. Reed appl. of Pliffs. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 6, 1901, at trial before Mr. Justice Grantham and a special jury, Middlesex November 12
- 7 Barker Sullivan & ors. appl. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 1, 1901, at trial before Mr. Justice Ridley and a special jury, Middx. November 14
- 8 Spero Creswell & ors. appl. of Pliff. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 28, 1901, at trial before Mr. Justice Darling and common jury, Middx. December 2
- 9 White Bennett appl. of Pliff. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 30, 1901, at trial before Mr. Justice Ridley with a special jury. Middlesex December 4
- 10 Smith Mafr & ors. appl. of Defts. A. McKechnie and McKechnie Bros. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 25, 1901, at trial before Mr. Justice Ridley with a special jury, Middlesex December 6
- 11 Nesbitt Parrett & Mercer appl. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Nov. 29, 1901, at trial before Lord Chief Justice and a special jury, Middlesex December 6
- 12 Smith & Co. ld. v. Humphries & Co. ld. appl. of Pliffs. (on a preliminary point) for judgt. or new trial on appl. from verdict & judgt., dated Dec. 9, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex December 16
- 13 Selfe, Ball, Smith & Co. v. Tribe, Clarke, Painter & Co. v. Tribe, Clarke, Painter & Co. appl. of Pliffs. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 3, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex December 17
- 14 Mann Roberts appl. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 10, 1901, at trial before Mr. Justice Philli-

- 16 Aitken more and a common jury, Middlesex December 17
- The London & North Western Ry. Co. appl. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 11, 1901, at trial before Mr. Justice Darling with a special jury, Middlesex December 18
- 16 Knight Vickersman appl. of Pliff. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 5, 1901, at trial before Mr. Justice Grantham and special jury, Leeds December 19
- 17 Vickers Lady Emily Gold Mining Co. ld. appl. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated Dec. 12, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex December 20
- 18 Phillips Plumbly appl. of Deft. for judgt. or new trial on appl. from verdict and judgt., dated Dec. 13, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex December 21

*From the King's Bench Division.*

INTERLOCUTORY LIST.

1900.

- 1 Mathews & ors. v. Colls & anr. appl. of Pliff. from order of Mr. Justice Bucknill, dated June 13, 1900 (security ordered) June 26
- 1901.
- 2 Nelson Rosenberg appl. of Deft. from order of Mr. Justice Day, dated March 18, 1901 (s.c. pending settlement) March 21
- 3 Underhill & anr. v. Lindon appl. of Deft. from order of Mr. Justice Day, dated March 25, 1901 (security ordered) April 19
- 4 Vigo Vigo appl. of Pliff. from order of Mr. Justice Day, dated April 29, 1901
- 5 Vigo Vigo appl. of Pliff. from order of Mr. Justice Day, dated April 17, 1901 (s.c. till after Master's report) April 26
- 6 Wells & ors. The New London Discount Co. ld. & ors. appl. of Pliff. from order of Mr. Justice Jeff, dated Nov. 13, 1901 November 25
- 7 Hickman Ward (Scott, clmt.) appl. of Deft. H. Ward from order of Mr. Justice Channell, dated Dec. 11, 1901 December 16
- 8 Dunlop Pneumatic Tyre Co. ld. & anr. v. Actien Gesellschaft Pneu Motor, &c. (Crown Side) from order of Mr. Justice Channell, dated Dec. 15, 1901 December 18
- 9 Wallach & Richardson v. Marshall (Crown Side) appl. of Deft. from order of Mr. Justice Phillimore, dated Dec. 17, 1901 December 19
- 10 Clayton Shortt appl. of Deft. from order of Mr. Justice Channell, dated Dec. 9, 1901 December 20
- 11 Cornwell Craddock appl. of Deft. from order of Mr. Justice Phillimore, dated Dec. 16, 1901 December 21

*In re The Workmen's Compensation Act, 1897.*

(FROM COUNTY COURT.)

1901.

- 1 {In the Matter, &c. W. E. Jones (an infant) by William Williams, next friend, Applicant v. Lawrence & Nicol, Resp't. (Crown Side) appl. of Applicant from award of County Court (Lancashire, Liverpool), dated Jan. 24, 1901 (restored) February 14

- 2 {In the Matter, &c.  
{Elizabeth Jarrett (the legal personal representative of W. Jarrett, dec.), Applicant v. The Ffoidan Collieries Co. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Glamorganshire, Bridgend), dated May 24, 1901 June 6
- 3 {In re the Matter, &c.  
{John Owen, Applicant v. George Clark ld., Respt. (*Crown Side*) appl. of Applicant from award of County Court (Durham, Sunderland), dated May 16, 1901 June 6
- Stand over till after Judgment given in "Wrigley v. Whitaker" in House of Lords (by order)
- 4 {In the Matter, &c.  
{Richard Perry, Applicant v. Joseph Baker and Sons, Respts. (*Crown Side*) appl. of Applicant from award of County Court (Middlesex, Marylebone), dated June 17, 1901 (security ordered) July 6
- 5 {In the Matter, &c.  
{George Bartell, Applicant v. W. Gray & Co., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Middlesex, Bow), dated July 10, 1901 July 22
- 6 {In the Matter, &c.  
{John Henry Matthews, Applicant v. The Penrkyber Navigation Colliery Co. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Glamorganshire, Abergare & Mountain Ash), dated July 8, 1901 July 27
- 7 {In the Matter, &c.  
{Abraham McDougall, Applicant v. Holzappel's Composition Co. ld., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Lancashire, Liverpool), dated Sept. 13, 1901 (security ordered) September 24
- 8 {In the Matter, &c.  
{Joseph Veazey, Applicant v. Henry Chattle, Respt. (*Crown Side*) appl. of Respt. from award of County Court (Derbyshire, Derby), dated Sept. 10, 1901 September 28
- 9 {In the Matter, &c.  
{Morris, Applicant v. Darcy Lever Coal Co. ld., Respt. and the Northern Employers' Mutual Indemnity Co. ld. (Insurers) *Crown Side* appl. of Insurers from award of County Court (Lancashire, Bolton), dated Sept. 23, 1901 October 7
- 10 {In the Matter, &c.  
{Mary Eaton (widow), Applicant v. J. E. Edwards, Respt. (*Crown Side*) appl. of Respt. from award of County Court (Denbighshire, Wrexham), dated Oct. 7, 1901 October 16
- 11 {In the Matter, &c.  
{William Male, Applicant v. Nixon's Navigation Co. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Glamorganshire, Mountain Ash), dated Sep. 30, 1901 October 19
- 12 {In the Matter, &c.  
{Hannah Williams, Applicant v. Powell Duffryn Steam Coal Co. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Monmouthshire, Tredegar), dated Oct. 8, 1901 October 25
- 13 {In the Matter, &c.  
{Charles Fletcher, Applicant v. The London United Tramways ld., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Middlesex, Brentford), dated Oct. 25, 1901 October 25
- 14 {In the Matter, &c.  
{Eliza Clatworthy, Applicant v. R. & H. Green ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Middlesex, Bow), dated Oct. 17, 1901 October 28
- 15 {In the Matter, &c.  
{Thomas Needham, Applicant v. George Leeder, Respt. (*Crown Side*) appl. of Applicant from award of County Court (Durham, Hartlepool), dated Oct. 11, 1901 (security ordered) October 30
- 16 {In the Matter, &c.  
{William Henry St. George, Applicant v. The Lighting Corps. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Surrey, Croydon), dated Oct. 15, 1901 November 1
- 17 {In the Matter, &c.  
{Elizabeth Jane Fairry, Applicant v. John Bathe, Respt. (*Crown Side*) appl. of Respt. from award of County Court (Chester, Birkenhead), dated Oct. 28, 1901 November 1
- 18 {In the Matter, &c.  
{Henry Armitage, Applicant v. The Lancashire and Yorkshire Ry. Co., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Lancashire, Manchester), dated Oct. 21, 1901 November 4
- 19 {In the Matter, &c.  
{William Jobson Mc Millan, Applicant v. The Prince of Wales Dry Dock Co. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Glamorganshire, Swansea), dated Oct. 22, 1901 November 8
- 20 {In the Matter, &c.  
{Nancy Waby, Applicant v. The Sheffield Mineral Water Syndicate ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Yorkshire, Sheffield), dated Oct. 31, 1901 November 11
- 21 {In the Matter, &c.  
{James Carney, Applicant v. Walter Scott & Middleton ld., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Yorkshire, Sheffield), dated Oct. 24, 1901 (security ordered) November 13
- 22 {In the Matter, &c.  
{Robert Ashton, Applicant v. Callender's Cable & Construction Co. ld., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Yorkshire, Sheffield), dated Oct. 25, 1901 (security ordered) November 13
- 23 {In the Matter, &c.  
{Alice Howell, Applicant v. Eastwood, Swinger & Co. ld. and Aird & Sons, Respts. (*Crown Side*) appl. of Applicant from award of County Court (Surrey, Southwark), dated Oct. 28, 1901 November 18
- 24 {In the Matter, &c.  
{Frederick Burnett, Applicant v. The Drury Lane Theatre ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Middlesex, Shoreditch), dated Nov. 15, 1901 November 21
- 25 {In the Matter, &c.  
{Charles Goodwin, Applicant v. Scruttons ld., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Essex, Grays), dated Nov. 9, 1901 November 22
- 26 {In the Matter, &c.  
{George Hughes, the younger (by George Hughes, his father and next friend), Applicant v. The Lancashire & Yorkshire Ry. Co., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Lancashire, Manchester), dated Nov. 4, 1901 November 23
- 27 {In the Matter, &c.  
{Thomas Redden, Applicant v. Siddall & Hilton ld., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Yorkshire, Halifax), dated Nov. 7, 1901 November 27
- 28 {In the Matter, &c.  
{Hannah Southern, Applicant v. The Abram Coal Co. ld., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Lancashire, Wigan), dated Dec. 3, 1901 December 18
- 29 {In the Matter, &c.  
{Samuel Kniverton, Applicant v. The Darcy Lever Coal Co. ld. and The Northern Employers' Mutual Indemnity Co. ld., Respts. (*Crown Side*) appl. of Insurers from award of County Court (Lancashire, Bolton), dated Dec. 4, 1901 December 20

SUMMARY OF APPEALS.

	General List.	Interlocutory Motions.	Total.
1. From the Chancery Division .. .. .	156	14	170
2. From the Probate and Divorce Division .. .. .	8	—	8
	<b>Final.</b>	<b>Interlocutory.</b>	
3. From the County Palatine Court of Lancaster .. .. .	2	—	2
4. From the King's Bench Division .. .. .	187	11	198
5. From the Probate, Divorce and Admiralty Division (Admiralty)	4	—	4
6. From the King's Bench Division Sitting in Bankruptcy .. .. .	3	—	3
7. New Trial Paper .. .. .	18	—	18
8. {In re The Workmen's Compensation Act } {From County Court .. .. .	29	—	29
<b>Totals .. .. .</b>	<b>407</b>	<b>25</b>	<b>432</b>

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to December 24th, 1901.

**HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.**

*HILARY SITTINGS, 1902.*

*NOTICES RELATING TO THE CHANCERY CAUSE LIST.*

Motions, Petitions, and Short Causes will be taken on the days stated in the Hilary Sittings Paper.

MR. JUSTICE KEKEWICH will take his Business as announced in the Hilary Sittings Paper.

MR. JUSTICE BYRNE will take his Business as announced in the Hilary Sittings Paper. Companies (Winding Up) Business will be taken by Mr. Justice BYRNE on Thursdays during the Sittings.

MR. JUSTICE FARWELL.—Except when other Business is advertised in the Daily Cause List, Mr. Justice FARWELL will take Actions with Witnesses daily throughout the Sittings.

MR. JUSTICE BUCKLEY.—Except when other Business is advertised in the Daily Cause List, Mr. Justice BUCKLEY will take Actions with Witnesses daily throughout the Sittings, to the exclusion of other Business.

MR. JUSTICE JOYCE.—Except when other Business is announced in the Daily Cause List, Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.

MR. JUSTICE SWINFEN EADY will take his Business as announced in the Hilary Sittings Paper. Mr. Justice SWINFEN EADY will take Liverpool and Manchester Business as follows:—

1. Motions, Short Causes, Petitions and Adjourned Summonses on every other Saturday, commencing with Saturday, January 18th.
2. Summonses in Chambers will be taken on every other Saturday, commencing with Saturday, January 18th.

*Summonses before the Judge in Chambers.*—Justices KEKEWICH, BYRNE, and SWINFEN EADY will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

*Summonses Adjourned into Court* will be taken as follows:—Mr. Justice KEKEWICH, as stated in the Daily Cause List; Mr. Justice BYRNE, with Non-Witness Actions; Mr. Justice SWINFEN EADY, with Non-Witness Actions.

*SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.*

During the Hilary Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice KEKEWICH will take his Retained Witness List and any other Cases with Witnesses which it is convenient for Mr. Justice KEKEWICH to try on days to be announced in the Daily Cause List.

Mr. Justice BYRNE will take his Retained Witness List on a day to be announced.

Mr. Justice FARWELL will take his Witness Actions as announced above.

Mr. Justice BUCKLEY will take Witness Actions as announced above.

Mr. Justice JOYCE will take his Witness Actions as announced above.

Mr. Justice SWINFEN EADY will take his retained Witness Actions on days to be announced in the Daily Cause List.

*CHANCERY CAUSES FOR TRIAL OR HEARING, set down to December 24th, 1901.*

**Before Mr. Justice KEKEWICH.**

*Retained by Order.*

**CAUSES FOR TRIAL.**

*(With Witnesses.)*

Springate	Deans action
Lord Stanley	of Alderley v. Bottomley action
Findlater, Mackie, Todd & Co. v. H. Newman & Co.	action
5 Hole	Rawlings action
O'Brien	O'Brien action
Horner	Gomey action
Willett	Walker action
{ In re Mort	
{ Mort	Stiddley action
{ Cavendish	Lake action
10 Wynn	Tottenham action
Mercers' Co.	British Automobile Commercial Syndicate ld. action
Ashwell	Aynsley action
13 Malam	Critchley action

**CAUSE FOR TRIAL.**

*(Without Witnesses.)*

Courtenay's Worcestershire Sauce Syndicate ld. v. Courtenay action for trial restored to Non-Witness List

**ADJOURNED SUMMONSES.**

Badham	Williams adjd. sumns. (Jan. 14)
{ In re Scott	
{ Scott	Langton adjd. sumns. (Jan. 14)
{ In re Mexborough	
{ Neville	Baring adjd. sumns.
5 Mac Intyre	Mac Intyre (with witnesses) adjd. sumns.
In re Haslam & Hier Evans, &c., Solrs. (to review taxation)	adjd. sumns.
{ In re James	
{ Thomas	James adjd. sumns.

{ In re Brown	
{ Brooks	Wilson adjd. sumns.
{ In re Mare	
{ Mare	Howley adjd. sumns.
{ In re Nowill	
{ Nowill	Nowill adjd. sumns.
10 { In re Talbot Crosbie	
{ Pattison	Talbot Crosbie adjd. sumns.
In re Osborne & Wright & V. & P. Acta, 1874	adjd. sumns.
Watson	Mayor, &c. of Cardiff two adjd. sumns.
{ In re Stacey	
{ Clarke	Oliver adjd. sumns.
In re Leslie's Settled Estates & Settled Lands Act, 1884 to 1890	adjd. sumns.
15 { In re Neave	
{ Callow	Neave adjd. sumns.
{ In re Gardner	
{ Earle	Edwards adjd. sumns.
{ In re Jackson	
{ Beckwick	Jackson adjd. sumns.
{ In re Frith	
{ Newton	Rolfe adjd. sumns.
{ In re Braishaw	
{ Braishaw	Bradshaw adjd. sumns.

- 20 In re Joyce Jones adj. sumns.
- Joey
- In re Barber Barber adj. sumns.
- In re Drake Drake adj. sumns.
- In re Lennard & Burgess and V. & P. Act, 1874 adj. sumns.
- In re Walton Arnold adj. sumns.
- 25 In re More More adj. sumns.
- Evans
- In re Lay Lay adj. sumns.
- Frans
- In re Scott Green adj. sumns.
- Scott
- In re Hill Hill adj. sumns.
- Sturges
- In re Alexander Shuter adj. sumns.
- Alexander
- 26 In re Sharp Booth adj. sumns.
- Pearson
- In re Johnson Johnson adj. sumns.
- Davis
- In re Milling, one, &c. (taxation) adj. sumns.
- Rennison Kenyon adj. sumns.
- In re Green & Coventry Corpn. adj. sumns.
- 36 In re Howgate & Osborn and V. & P. Act, 1874 adj. sumns.
- In re Waring, the elder Cooper adj. sumns.
- Waring
- Falkner Nelson & Co. adj. sumns.
- In re Hall Smith adj. sumns.
- Davenport
- In re Owen Owen adj. sumns.
- Hunt
- 40 In re Earle's Shipbuilding & Engineering Co. ld. Barclay & Co. The Company adj. sumns.
- Barclay & Co.
- In re C. Davis Irwell adj. sumns.
- Fuerst
- In re The Bolton Estates Act, 1863 adj. sumns.
- In re Berry Bartholomew Berry adj. sumns.
- Bartholomew
- In re Polson Polson adj. sumns.
- Saythe
- 45 In re Newman Newman adj. sumns.
- Burns
- In re Davidson Davidson adj. sumns.
- Davidson
- In re The Anglo-Argentine Tramways Co. Trust The Company adj. sumns.
- Orbett
- In re Warneford Hanbury adj. sumns.
- Warneford
- Yates Bennet adj. sumns.
- 50 In re Parkin Parkin adj. sumns.
- Fisher
- In re Coulton & Co. ld. & Co.'s Act, 1890 adj. sumns.
- In re Chisholm Brodie adj. sumns.
- Goddard
- In re Harland Harland adj. sumns.
- Harland
- In re Bishop's Castle Ry. Co. and Ry. Cos. Act, 1867 adj. sumns.
- 55 In re Mildred Mildred adj. sumns.
- Mildred

**FURTHER CONSIDERATIONS.**

Mason Keays fur. con. (reserved by order of Court of Appeal, dated 28th Jan., 1898)

- 1 In re Field Lovelay Greatrex fur. con.

**Before Mr. Justice BYRNE.**

**STANDING FOR JUDGMENT.**

Birmingham Pneumatic Tyre Co. Syndicate ld. v. The Alliance Tyre Co. action

*Retained by Order.*

**ADJOURNED SUMMONSES.**

- 1 In re T. S. Scott Normanton Priestley adj. sumns. pt. hd. (restored Dec. 16)
- 2 In re E. Elliott Haggitt de Lalley motn. for judgt. & adj. sumns. pt. hd. (s.o.)

- 3 In re Curry's Estate Thompson Catnach adj. sumns. pt. hd.
- 4 In re Aldam's Settled Estate & The Settled Land Act, 1882 to 1890 to be re-argued on one point (by order) adj. sumns.

**WITNESS ACTION.**

Lord Radnor Gordon Hotels

**PETITIONS.**

- 1 Montefiore Guedalla
- 2 In re Little Smith Aldridge (restored Dec. 17)

**FURTHER CONSIDERATIONS.**

- 1 In re Taylor Robotham Taylor fur. con.
- 2 In re Port Lord Tredegar Lyne fur. con.
- 3 In re Wright & Co. of Southwark ld. Garnham Wright & Co. of Southwark fur. con.

**CAUSES FOR TRIAL.**

*(Without Witnesses and Adjourned Summonses.)*

- 1 In re Weston Bartholomew Menzies adj. sumns.
- 2 In re C. J. W. Rabbits Rabbits adj. sumns.
- 3 In re Edward Curtrice Curtrice adj. sumns. (s.o. Feb. 3)
- 4 In re G. Livenes Livenes & ors. adj. sumns.
- 5 In re Peacock Peacock Dyson adj. sumns.
- 6 In re Dyer Dyer adj. sumns.
- 7 In re Davis Hansen Hillyer adj. sumns.
- 8 In re Cooling Knowles Cooling adj. sumns.
- 9 In re Wentworth Wentworth adj. sumns.
- 10 In re Fergusson's Will Trusts and The Trustee Act, 1893 adj. sumns.
- 11 In re J. Pearce Robinson Russell adj. sumns.
- 12 In re Thomas Thomas Thomas adj. sumns.
- 13 In re Park Cole Park adj. sumns.
- 14 In re W. S. Fluke, a Solr., &c. adj. sumns.

**COMPANIES (Winding up).**

**PETITIONS.**

- 1 Lucia Silver Mines ld. (petn. of Frank Jackson & Co.)
- 2 Consolidated Exploration & Finance Co. ld. (petn. of Official Receiver)
- 3 Light Railways Syndicate ld. (petn. of L. D. Nicholl)
- 4 Associated Rhodesian Gold Estates ld. (petn. of Hammond's Matabele Gold Mines Development ld. by its Liquidator)
- 5 King & Mortimer ld. (petn. of Godfree, Felton & Co.)
- 6 Charles Bright & Co. ld. (petn. of Bright's Light and Power ld.)
- 7 Schofield, Hagerup & Doughty ll. (petn. of H. Furber)
- 8 Gold Beefs of West Africa ld. (petn. of W. A. P. Syndicate ld.)
- 9 James W. Tubby ld. (petn. of Fiddes, Todd & Corry ld.)
- 10 Gresham Discount Syndicate ld. (petn. of London Banking Corpn. ld.)
- 11 Venner's Cigarette Machine Co. ld. (petn. of G. S. Howell)
- 12 Cobeldick Dredge No. 1 Co. ld. (petn. of J. Cobeldick)

**CHANCERY DIVISION.**

- 13 Nitrates Provision Supply Co. ll. & reduced (petn. of Company)
- 14 Vizcaya Santander Mining Co. ld. & reduced (petn. of Company)
- 15 Lowestoft & East Coast Ice Manufacturing Co. ld. and reduced (petn. of Company)
- 16 Oak Extract Co. ld. & reduced (petn. of Company)
- 17 Midland Ry. Carriage & Wagon Co. ld. (petn. of Company)
- 18 Tank Storage & Carriage Co. ld. (petn. of Company)
- 19 Kodak ll. & reduced (petn. of Company and anr.)

**COMPANIES (Winding up).**

**MOTIONS.**

- 1 Lilly & Lilly ld. (for leave to issue writ of attachment against Mead)
- 2 Mottram's Brewery ld. (for payment into Co.'s Liquidation account)
- 3 Birthday Amalgamated of Western Australia ld. (for removal of Liquidator)
- 4 Same (to extend time in making award in arbit. between the Co. & E. R. Smith, &c.)
- 5 Paterson, Laing & Bruce ld. (for removal of Liquidator)

**COURT SUMMONSES.**

- 1 Hammond's Matabele Gold Mines Development ld. (for misfeasance—witnesses)
- 2 Sunlight Incandescent Gas Lamp Co. ld. (to fix Liquidator's remuneration, &c.)
- 3 Ionlou & Northern Bank ld. (as to validity of issue of preference shares—witnesses)
- 4 S. Abrahams & Sons ld. (for relief under Co.'s Act, of 1900 as to extension of time for registration of Debentures, &c.)
- 5 South Western of Venezuela (Barquisimeto) Ry. Co. ld. (on claim of D. Cornfoot & ors.)
- 6 Argentine Borax Co. ld. (to vary list of contributories—Arbutnot & ors.—witnesses)
- 7 Mineral Oils Corpn. ll. (as to dealing with Oil in Co.'s Tank at Silverton)
- 8 Fenwick, Stobart & Co. ld. (on claim of Deep Sea Fishery Co. ld.—witnesses)
- 9 Lady Forrest (Murchison) Gold Mine ld. (for misfeasance)
- 10 London & Westminster Properties ld. (on claims of Montague & ors)
- 11 Warwick's Revolving Towers Co. ld. (to discharge order giving liberty to commence action against the Company, &c.)
- 12 Monotype Machines (British Patents) Syndicate ld. (on claim of T. & A. Constable)
- 13 Anglo-Swedish Steel Tube Co. ll. (on claim of K. H. Soddou—witnesses—)

**Before Mr. Justice FARWELL.**

*Retained by Order.*

**MOTIONS.**

- Dowle Harrod's Stores
- Brown Same
- Hammond Zalioff
- Mort Mort
- 5 Real Estates Corpn. v. Jenkins Wallis Fairbairn
- In re Tomlinson Martin
- Norman A Solicitor
- In re Solicitor Edmonds Newport Brewery Co.
- Hawkins
- 10 In re Morgan & Bentley's Contract Lanyon Isitt
- In re Ansell's Brewery Dean & Chapter of Chester v. Smelting Corpn.
- 14 Bentley Morgan's Contract

**PETITION.**

- 1 In re Selot's Trusts

ADJOURNED SUMMONSES.

- { In re Gibson
- { Gibson Bush jt. hd.
- { Whitwell Yeo pt. hd.
- { F— (in camera)
- { In re Bruce
- { Nicholl Stephens
- { In re Whitmore
- { Prescott Harrison
- 6 Peckham Hodgson

LIVERPOOL DISTRICT REGISTRY.

- Court Dubowski
- { In re Pryce
- { Davies Beddowes pt. hd.

CAUSES FOR TRIAL

(With Witnesses.)

- Bourgoyne Biggleswade Rural District Council action (retained, pleadings to be delivered)
- Llewelyn Lord Swansea action (retained)
- Crusoe Marks action pt. hd. (s.o., retained)
- In re Deighton's Patent, No. 15,670 of 1896 petn. entered in Witness List.
- 5 In re Morrison's Patent, No. 4,806 of 1890, &c. petn. entered in Witness List } apply to fix a day
- Jackson Ianson action
- Burnside Burnside action (s.o. until return of commission)
- The American Steel & Wire Co. v. Glover & Co. ld. action
- The Same Felten & Guillaume, &c. action
- 10 Glover & Co. ld. v. The American Steel & Wire Co. ld. action
- { De Falbe Harger
- { Taylor Harger action
- { In re Barber
- { Dunn Barber action (not before Feb. 12)
- Hancock Dowse action (Pliff. dead)
- Madero Clark action (Pliff. dead)
- 15 Davis Hilton action (not before Feb. 20, if agreed to produce consent)
- Hitchcock Adamson & Co. action (pleadings to be delivered)
- The Automobile Manufacturing Co. ld. v. Jordan action (pleadings to be delivered)
- Young Star Omnibus Co. ld. act'on
- Hardy Lambert action
- 20 Henley Higgins action
- Chalmers Clay & Walmsley action
- In re Jameson Patent, No. 15,212 of 1894 pet'n (s.o. 7 days after particulars delivered and security given)
- North Akeroyd action
- Ley Bagot action
- 25 { In re Brown
- { Keats Seward action
- { Evans Porter action
- { In re Davenport
- { Palairat Davenport action
- { Parker W. F. Stanley & Co. ld. action
- { In re James Lewis & Son ld.
- { Hedgcock J. Lewis & Son ld. motn. } to be tried together
- 30 { In re Same
- { Vickers Same action
- Attorney-Gen. Hardcastle action
- Saccharin Corp'n. ld. v. Dawson (1901—S.—3,455) action
- Same Dawson (1899—S. 3,257) action
- Yates Rippin action (transferred from Byrne, J.)
- Brooke Reeves action
- 36 George Wilson & Co., Leicester, ld. v. Wilson action

Before Mr. Justice BUCKLEY.

Retained by Order.

MOTION.

- Chilister Clarke (Fri ay, Jan. 17)

PETITIONS.

- 1 In re The Carlisle Carriage Co. ld. & Co.'s Acts (s.o. Jan. 18)
- 2 In re The Transvaal Estates & Development Co. ld. and Co.'s Acts (s.o. Jan 11)

ADJOURNED SUMMONSES.

- 1 { In re Gurney
- { Gurney Gurney (s.o. till after report)
- 2 { In re Trenchard
- { Trenchard Trenchard (s.o. to add parties)
- 3 { In re John Dunstan
- { Pryor Rapson (s.o. to add parties)

CAUSES FOR TRIAL

With Witnesses.

- 1 Fitzgerald Fitzgerald motn. treated as trial of action
- 2 Fitzgerald Fitzgerald motn. treated as trial of action
- 3 Ackerman Smallpiece action (s.o.)
- 4 { In re Brown
- { Brown Brown action (s.o. till after Probate Action disposed of)
- 5 International Bank of London v. Rio de Janeiro Flour Mills action (stayed until depositions filed)
- 6 Adler Joel action (stayed till 10 days after return of commission)
- 7 Sach Cottrell action (stayed until return of commission)
- 8 The Welbach Incandescent Lamp Co. ld. v. Standard Incandescent Gas Light Co. ld. action (stayed until return of commission)
- 9 Dole Bobbett action
- 10 Grainger Halford action & motn. for judgt. (pleadings to be delivered)
- 11 Clarke Mayor, &c. of Devonport action (without pleadings) restored
- 12 Patent Exploration Co. ld. v. Siemens Bros. & Co. ld. action
- 13 Attorney-Gen. Blyth Shipbuilding Co. ld. action
- 14 In re The Guardianship of Infants Act, 1888, and In the Matter of Annie Davey Whitworth, an infant (petn. entered in Witness List, by order Dec. 14, 1901)
- 15 Baines Pearson action
- 16 Mac Rae Lane action
- 17 Hill Rothschild action
- 18 Meyer Green action
- 19 Blackshaw York City & County Banking Co. ld. action
- 20 The Acetylene Illuminating Co. ld. v. The United Alkali Co. ld. action
- 21 Fenn Waller action
- 22 Clark Hopkins action
- 23 Pollard & Metcalfe ld. v. Sliden Urban District Council action
- 24 Hoffnung Hyde Park Court ld. action
- 25 Baillie Davies action
- 26 Whittingham Fyers action

Before Mr. Justice JOYCE.

Retained by Order.

CAUSES FOR TRIAL

(Without Witnesses and Adjourned Summonses.)

- Citizen Property Co. v. Mills pt. hd. (Jan. 11)
- { In re Benjamin
- { Neville Benjamin
- { Martin Winby (s.o. generally)
- { Same
- 5 { In re Waddilove
- { Clarke Waddilove
- { In re Leney
- { Leney Thompson (Jan. 13, 2nd in List)
- { In re Roberts
- { Percival Roberts (s.o. generally)
- { In re Waddilove
- { Clarke Waddilove
- { Grove Portal

- 10 { In re Gould
- { Woodruff Gould
- { In re Crace
- { Balfour Crace point of law (set down by order)
- Johnstone Die Press Co. ld. v. The Linotype Co. ld. mot'n (Jan. 13)
- 13 Beynon Beynon fur. cou. (short) for Jan. 11

CAUSES FOR TRIAL

(With Witnesses.)

- Perkins Vorwerk action pt. hd. (restored)
- Attorney-Gen. Birmingham, Tame & Bea District Drainage Board action
- Harrison Grace action & counter-claim (Pliff. Bankrupt)
- Batey & Co. ld. v. James King & Co. ld. action (pleadings to be delivered)
- 5 Madocks Clark action
- Fortin A. E. Sowerbutts & Co. act'n (s.o. until return of Commission)
- Broome Ashmore action
- Belleville & Co. v. Maudslay, Sons and Field K. action
- Rowe Huckleby action
- 10 The British Mannesmann Tube Co. ld. v. Perrins K. action (not before Feb. 3)
- Hounsell Dunning action
- { In re Garsed
- { Garsed Garsed action (not before Feb. 27)
- In re Letters Patent, No. 13,699 of the year 1900, granted to D. Klaber and Patents, &c. Acts petn. entered in Witness List (first day of Witness action)
- Jubber Jubber action
- 15 Hansons ld. Chambers action
- Mayor, &c. of Devonport v. Toser & Son action (not until 3 weeks after delivery of points of defence)
- Champion, Sons & Hart v. Marshall action (not until 3 weeks after delivery of points of defence)
- Hall Caine Hickie action
- Wilkinson Mayor, &c. of Newcastle action
- 20 Avery & Wolmerson v. Lewis action without pleadings
- Baker Moss action
- In re Billings' Patent, No. 18,398 of 1900 petn. entered in Witness List (not before Feb. 1)
- { In re Nelder
- { Nelder Pearee action (not before Feb. 2)
- { In re Saunders
- { Saunders Mes action & motn. for judgt.
- 25 Thompson Adams action
- Keating Copley action
- Britton Pontifex action
- Eeles Mc Mullen action
- In re Charles Cassell & Co.'s Application for Registration of a Trade Mark adj. summons. entered in Witness List, Dec. 18, 1901
- 30 Mc Connell Wright action
- Sutherland Halifax Commercial Banking Co. ld. action
- Tuley Bramley action (Halifax D.R.)
- Lewis Warren action
- Great Western Ry. Co. v. The Tzeic China Clay Co. ld. motion (day to be fixed)
- 35 Walker Greenham action
- Treatt Samuelson action (Jan. 14)
- Wood Church of England High School for Girls action
- 38 { In re Coppen
- { Lazel Dingle action

Before Mr. Justice SWINFEN EAYD.

Retained by Order.

CAUSES FOR TRIAL

(With Witnesses.)

- Brooke Manchester Ship Canal action
- Hart Chatter action
- L and Securities Co. v. Commercial Gas Co. action
- Morgan Ellis action
- 5 Hartley Marquis of Ailesbury action
- { In re Harman
- { Harman Gunter action
- 7 Radcliffe Price action

**CAUSES FOR TRIAL.**

*(Without Witnesses and Adjourned Summonses.)*

{ In re Burley	
{ Tinsfield	Burley adjd. sumns. (restored)
{ In re Smith	
{ Smith	Smith adjd. sumns.
{ In re Holroyde	
{ Holroyde	Walker adjd. sumns.
{ In re Jones	
{ Colcutt	Barnardo adjd. sumns.
{ In re Hill	
{ Hill	Hill adjd. sumns.
{ In re Murgatroyd	
{ Murgatroyd	Murgatroyd adjd. sumns.
{ In re Allan	
{ Havelock	Havelock Allan adjd. sumns.
{ In re Ingram	
{ Ingram	Ingram adjd. sumns.
{ In re Holmes	
{ Holmes	Mallinson adjd. sumns.
{ In re Shepherd	
{ Shepherd	Dyer adjd. sumns.
{ In re Beardmore	
{ Muntz	Muntz adjd. sumns.
{ Krause	Holbrooks & Co. adjd. sumns.
{ In re Birkinshaw	
{ Webster	Robinson adjd. sumns.
{ Isaac	Isaac adjd. sumns.
{ In re Fisher	
{ Fisher	Fisher adjd. sumns.
{ In re Sidney	
{ Murphy	Wigin adjd. sumns.
{ In re Allum	
{ Clayton	Allum adjd. sumns.
{ In re Merryweather	
{ Merryweather	Smith adjd. sumns.
{ In re Congreve	
{ Brown	Congreve adjd. sumns.

20 { In re Charles	
{ Charles	Charles adjd. sumns.
{ In re Oppenheimer	
{ Oppenheimer	Oppenheimer adjd. sumns.
{ In re Norris, &c.	two adjd. summonses
{ Fraser	Mc Laren
{ Steel	Fraser adjd. sumns.
{ In re Newton	
{ Newton	Newton adjd. sumns.
25 { In re Rowland	
{ Jones	Rowland adjd. sumns.
{ In re Leamon	
{ Leamon	Read adjd. sumns.
{ In re John	
{ Byatt	Ingle adjd. sumns.
{ In re Wrightson	
{ Cooke	Wrightson adjd. sumns.
{ Gerard Leigh	Leigh adjd. sumns.
30 { Davies	two adjd. sumns.
{ In re Chivers & Jordan and V. & P. Act, 1874	adjd. sumns.
{ In re Peacock	
{ Kelcey	Harrison adjd. sumns.
{ In re Walker	
{ Duncombe	Walker adjd. sumns.
{ In re Collins	
{ Collins	Collins adjd. sumns.
35 { Butlin	Hall-Wright adjd. sumns.
{ In re Heaton	(expte. Keighley Borough Corpn.) adjd. sumns.
{ In re Same (expte. Keighley Water Works Extension)	adjd. sumns.
{ In re Taylor	
{ Clarke	Ward adjd. sumns.
{ In re Bracewell & Salpe & V. & P. Act 1874	adjd. sumns.
40 { In re Way	
{ Ellis	Way adjd. sumns.
{ In re Trentham	
{ Trentham	Webb adjd. sumns.
{ The Reversionary Interest Soc. ld. v. Money	adjd. sumns.

Same	Glpps adjd. sumns.
Whitfield	Bradshaw action
45 { In re Jones	
{ Jones	Jones adjd. sumns.
{ In re Seymour	
{ Ferrers	Carpenter adjd. sumns.
{ In re Leigh	
{ Prescott	Ellitt further hearing of aJJ. sumns.
{ In re The Trustees of Stanhope Town Hall & Durham County Council & V. & P. Act, 1874	adjd. sumns.
{ In re North	
{ North	North adjd. sumns.
{ Andrews	Smith motn. for judgt.
51 { Palmer	The Grand Junction Water Works Co. special Case

**FURTHER CONSIDERATIONS.**

{ In re Harvey	
{ Harvey	Harvey fur. con. (not before Jan. 28)
{ In re Hutchinson	
{ Campbell	Clinchy fur. con. & sumns. to vary (restored)
{ In re Bucknall	
{ Tolhurst	Bank of Australasia fur. con. & two adjd. sumns.
Gardiner	Walls fur. con.
{ In re App'ebay	
{ Graham	Gay fur. con. (restored)
{ Spooner	Burton fur. con. (adjd. from Chambers and adjd. sumns.)
{ In re Holford	
{ Jeffreys	Holford
{ Holford	Holford fur. con.
8 { Richmond	Parker fur. con.

**SUMMARY OF CHANCERY CAUSE LIST.**

1.—Mr. Justice KEKEWICH— <i>Witness Actions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	13	
<i>Non-Witness Actions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	
<i>Adjourned Summonses</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	55	
<i>Further Considerations</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	
2.—Mr. Justice BYRNE— <i>Witness Action</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	
<i>Petitions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	
<i>Further Considerations</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	
<i>Causes for Trial without Witnesses and Adjourned Summonses</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	18	
3.—Mr. Justice FARWELL— <i>Witness Actions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	36	
<i>Adjourned Summonses</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6	
<i>Petition</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	
<i>Motions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	14	
<i>Liverpool District Registry</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	
4.—Mr. Justice BUCKLEY— <i>Witness Actions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	26	
<i>Adjourned Summonses</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	
<i>Motion</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	
<i>Petitions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	
5.—Mr. Justice JOYCE— <i>Witness Actions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	38	
<i>Non-Witness Actions, including Summonses</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	13	
6.—Mr. Justice SWINFEN EADY— <i>Witness Actions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7	
<i>Causes for trial without Witnesses, and Adjourned Summonses</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	51	
<i>Further Considerations</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	8	
<b>Total Causes and Matters for Hearing in the Chancery Division</b>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	<b>303</b>

*Companies (Winding Up) Matters for Hearing before Mr. Justice BYRNE and Mr. Justice BUCKLEY.*

<i>Petitions, Companies (Winding up)</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	12
<i>Petitions, Chancery Division</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7
<i>Court Summonses, Companies (Winding up)</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	13
<i>Motions</i>	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5



# HIGH COURT OF JUSTICE.

## KING'S BENCH DIVISION.

HILARY SITTINGS, 1902.

### CROWN PAPER.

#### FOR ARGUMENT.

- 1 Pembrokehire. The King v. Mayor, &c. of Pembroke nisi for mandamus to obey order of Local Government Board (expte. Local Government Board).
- 2 London. Vestry of St. James and St. John, Clerkenwell v. Evans appl. against dismissal by J.J. of claim under Metropolis Management Act, 1862.
- 3 County of London. The King v. Special Commissioners of Income Tax nisi for mandamus to state case (expte. Wilson & ors.).
- 4 England. In the Matter of a Solicitor Expte. Incorporated Law Soc. notice of motion to strike a Solicitor off the Roll.
- 5 Lancashire. Gee v. Taylor, Esq. & ors., Licensing J.J. of Oldham Quarter Sessions. Special case. Respt. appl. against order granting License.
- 6 Middlesbrough. Anderson v. Reid Magistrate's case appl. against dismissal of information under Customs & Inland Revenue Act, 1881.
- 7 Worcestershire. Jones v. Wasley Magistrate's case Conviction under Truck Acts, 1831 to 1896.
- 8 London. Churchwardens, &c. of St. Stephen, City of London v. Great Northern and City Ry. Co. Magistrate's case Dismissal of complaint for non-payment of rates.
- 9 Staffordshire. Stourbridge Main Drainage Board v. Seledon Union & ors. Quarter Sessions Special case. Respts.' appl. Rating.
- 10 Met. Pol. Dist. Hoare v. Truman, Hanbury, Buxton & Co. Magistrate's case dismissal of information under Factory and Workshops Act, 1878 (sec. 98).
- 11 Carmarthenshire. Davis v. Evans Magistrate's case conviction under 36 & 37 Vic., c. 71, sec. 39, ss. (3) & (4).
- 12 Lancashire. Whittaker v. Pomfret Bros. Magistrate's case dismissal of information under Sale of Food & Drugs Act, 1899.
- 13 Met. Pol. Dist. Cox (on behalf, &c.) v. Bleines Magistrate's case dismissal of information under 3 Geo. IV., c. 6.
- 14 Yorkshire, W. R. Hainsworth v. West Riding of Yorkshire Rivers Board Quarter Sessions appl. against conviction under W. R. of Yorkshire Rivers Act, 1894.
- 15 Same. Same v. Same same
- 16 Wolverhampton. Davies v. Burnett Magistrate's case appl. against conviction under sec. 3 of the Licensing Act, 1872.
- 17 Middlesex. Middlesex County Council v. Southall & Norwood Urban District Council Magistrate's case appl. against dismissal of summons under Middlesex County Council Act, 1896.
- 18 Yorkshire, W. R. West Riding of Yorkshire Rivers Board v. Hainsworth Quarter Sessions appeal.
- 19 Same. Same v. Same same
- 20 Lancashire. London, Edinburgh & Glasgow Assec. Co. v. McDermott Magistrate's case order under Collecting Societies, &c. Act, 1896.
- 21 Richmond. Parkes, Gunston & Tee v. Houghton Magistrate's case appl. against conviction under Sale of Food & Drugs Act, 1875.
- 22 Met. Pol. Dist. Peppitt v. Rudland Magistrate's case appl. against dismissal under 1 & 2 Wm. IV., c. 23, sec. 41.
- 23 Same. Finchley Urban District Council v. Rogers Magistrate's case appl. against dismissal of information under Public Health Act, 1875.
- 24 Parts of Lindsey, Lincolnshire. The King v. Rev. J. Shrapnell Warren & ors., J.J., &c. nisi for certiorari for conviction (expte. Jacklin).
- 25 Yorkshire, W. R. Holland v. Hall Magistrate's case dismissal of information under sec. 6, 61 & 62 Vic., c. 33.
- 26 Surrey. Jones v. Catterall Magistrate's case dismissal of information under 23 & 24 Vic., c. 32, sec. 2.
- 27 Cumberland. The King v. Justices of Cumberland nisi for mandamus to hear appl. for costs of licensing appeal (expte. Lord Carlisle).
- 28 Essex. Gray v. Fordham Magistrate's case conviction under Public Health Act, 1875, & Town Police Clauses Act, 1847, sec. 45.
- 29 Same. Somerset v. Perwee Magistrate's case dismissal of information under Sale of Food & Drugs Act, 1875 to 1899.
- 30 Denbighshire. Jones & ors. v. Davies Magistrate's case conviction for taking Trout.
- 31 Derbyshire. Butler v. Gregory Magistrate's case dismissal of information under Prevention of Cruelty to Children Act, 1894.
- 32 Preston. Darlow v. Shuttleworth & Wife nisi for order to Master of Crown Office to enter appl. from Judgt. of Preston Court of Pleas.
- 33 Bournemouth. Parker v. Mayor, &c. of Bournemouth Magistrate's case conviction under Local Government Boards. Provisional Orders Confirmation (No. 10) Act, 1890.
- 34 Ipswich. Brian v. Aylward Magistrate's case dismissal of information under 5 & 6 Vic., c. 79, sec. 13.
- 35 London. London & India Docks Co. v. Mayor, &c. of Woolwich Quarter Sessions Special case stated under 12 & 13 Vic., c. 45, sec. 11 (rating).
- 36 Sheffield. Goodwin v. Lord Mayor, &c. of Sheffield Quarter Sessions Special case amount of pension granted to Applt.
- 37 Northumberland. The King v. Newbiggin Urban District Council nisi for mandamus to approve plans (expte. Taylor and ors.).
- 38 Yorkshire, W. R. The King v. Licensing J.J. of Harrogate nisi for mandamus to hear appl. for license (expte. Whitworth).
- 39 Harrogate. The King v. Licensing J.J. of Harrogate nisi for certiorari for order refusing to grant license (expte. Whitworth).
- 40 England. In the Matter of a Solicitor v. Expte. Incorporated Law Soc. notice of motion to strike a Solicitor off the Roll.
- 41 Essex. } Hunter (Officer of Inland Revenue) v. Clark  
Same v. Tomlin  
Same v. Spurgeon  
{ Same v. Wilsin Magistrate's case information under Game Licenses Act, 1890.
- 42 Durham. Heelop (on behalf, &c.) v. Johnson Magistrate's case information under Public Health Act, 1875.
- 43 Middlesex. Hornsey Urban District Council v. Kennell Magistrate's case dismissal of claim for sewerage, &c. expte. ea.
- 44 Surrey. Greenwood v. Backhouse Magistrate's case appl. against conviction for cruelty to animals.
- 45 Huntingdonshire. The King v. Huntingdon County Council nisi to quash order of County Council (expte. St. Ives Rural District Council).
- 46 Cardiff. McKenzie v. Spear Magistrate's case information under Licensing Acts.
- 47 Middlesex, Shoreditch. The King v. H. H. Judge French & Nicholson nisi for order to County Court Judge to hear and determine action (expte. Ehrmann).
- 48 Yorkshire, W. R. The King v. Mayor, &c. of Bradford nisi for certiorari for Sheriff's inquisition (expte. Verity & anr.).
- 49 Lancashire. The King v. J. M. Yates, Esq., K.C., Recorder of Salford nisi for mandamus to Recorder to state case (expte. Overseers of Salford & ors.).
- 50 Surrey. Gorham v. Brice.

### CIVIL PAPER.

#### FOR ARGUMENT.

- 5 Middlesex, Clerkenwell. Wright v. Fahnra County Court Def't.'s appl. from Judge Edge for judgt. or new trial.
- 6 Derbyshire, Derby. Crewe v. Sharrow Rural District Council & anr. County Court Plff.'s appl. from Judge for judgt. or new trial.
- 7 Glamorganshire, Pontypridd. Newbridge Rhoads Brewery Co. v. Evans County Court Plff.'s appl. from Judge G. Williams for judgt.
- 8 Warwickshire, Birmingham. In the Matter of the Companies Acts, 1862 to 1890 and in the Matter of the Handsworth Cycle Co. (In liquidation) County Court Liquidator's appl. from Judge Whitehorse for judgt.
- 9 Middlesex, Westminster. Maskelyne & Cook v. Smith (Palmer & ors., clmts.) County Court Clmt. Palmer's appl. from Deputy Judge Hovis Smith, for judgt.
- 10 Surrey, Wandsworth. Harris v. Cunliffe County Court Def't.'s appl. from Judge Russell, for judgt. or new trial.
- 11 Glamorganshire, Pontypridd. Warburton v. Tiff Vale Ry. Co. County Court Plff.'s appl. from Judge for judgt.
- 12 London. Underhill v. Lambert Mayor's Court Def't.'s appl. from Common Serjeant, for new trial.
- 13 Lancashire, Blackpool. Schofield v. Arncliffe County Court Def't.'s appl. from Judge Cowley, for judgt. or new trial.
- 14 Sussex, Brighton. Kent & Sussex Pure Ice Co. v. North & anr. County Court Def't. Cuthbert's appl. from Judge Martineau, for judgt.
- 15 Yorkshire, Leeds. Moeley v. Laplah (trusts, &c.) County Court Def't.'s appl. from Judge Greenlow for judgt. or new trial.
- 16 Monmouthshire, Pontypool. Whatmore v. Weyman County Court Plff.'s appeal from Judge Owen, for judgt.
- 17 Somersetshire, Langport. Cook v. Squire & anr. County Court Def't.'s appl. from Judge Bedford, for judgt. or new trial.
- 18 Sussex, Hastings. Proctor & anr. v. Patten County Court Def't.'s appl. from Judge Martineau, for judgt.
- 19 Surrey, Reigate. Browne v. Brandt. County Court Plff.'s appl. from Judge Martineau, for judgt.
- 20 Surrey, } Hartley & anr. v. Balham Music  
Wandsworth. } Hall (Wilson & ors., clmts.)  
{ Tyrer & ors., clmts. v. Wilson & ors., clm a. in Interpleaders County Court Claimants' appl. in Interpleaders from Judge Russell
- 21 Middlesex, Bow. Palmer v. India Rubber Gutta Percha Telegraph Works Co. County Court Def't.'s appl. from Judge French for judgt.
- 22 London. Mackinder v. Vidal City of London Court Def't.'s appl. from Deputy Judge Pitt Lewis for judgt.
- 23 Eastern Pioneer Co. v. Morgan motion to set aside award
- 24 London. Scott & anr. v. Hudson Mayor's Court Plff.'s appl. from Sir F. Fulton, Recorder, for new trial
- 25 Lancashire, Manchester. Harwood v. Accident Insee. Co. County Court Def't.'s appl. from Judge Parry against order refusing stay of proceedings
- 26 Warwickshire, Birmingham. Smith v. Facer (Mortgage & Finance Syndicate, clmts.) County Court Plff.'s appl. against Judgt. of Judge, Birmingham County Court
- 27 Kent, Greenwich. O'Donoghue v. Deptford Dry Docks Co. County Court Plff.'s appl. from Judge Addison
- 28 Surrey, Wandsworth. Stringer v. Gebhardt County Court Def't.'s appl. from Judge Russell
- 29 Lancashire, Liverpool. Humphries v. Poulson County Court Def't.'s appl. from Judge Goller
- 30 Lancashire, Haslingden & Accrington. Weld & ors. v. Clayton Le Moors Urban District Council County Court Plff.'s appl. from Judge Coventry to set aside award of Official Referee.
- 31 Minister & Co. v. Apperley & ors. motion to set aside award of Official Referee.
- 32 Kent, Maidstone. Hinton v. London & Westminster Loan & Discount Co. County Court Def't.'s appl. from Judge Emlyn.



- 21 Knight v. Duke of Manchester breach of promise  
 31 Beshall v. Frederick Hotels Id. negligence  
 34 Hornsby v. Henry & ors. mal. pro.  
 60 J. & J. Mc Connell Id. v. Hurdle contract  
 29 Jam v. s. Howard & Co. contract  
 29 Bernhard v. Erasmus Co. Id. wrong. dia.  
 61 Farr v. Copley libel  
 62 Gurney v. Wilson libel  
 63 Holzapfel v. Shipping Agency Id. fraud. repa.  
 66 Wallace & Co. v. Posno & Wife note  
 67 Trubshaw v. Marten & Christopherson & anr.  
 fraud. repa.  
 69 Rucker v. Du Cros money received  
 75 Day v. L. B. & S. G. Ry. Co. pers. inj  
 79 H. Dutton & Co. v. Slowburn money received  
 82 Kingham v. Giddy false impt.  
 84 Watts v. Beddington slander  
 93 Kiteall v. Newstead pers. inj.  
 93 Bleck & Wife v. Jerram & ors. contract  
 97 Alman & ors. v. Oppert & ors. fraud. repa.  
 3 Young, Son & Coles v. Hunt Solicitor's bill  
 4 Morell & anr. v. New London Discount Co. Id.  
 contract  
 11 Providence Estates Co. Id. v. Leibbrandt & anr.  
 cheque  
 23 Jay's Id. v. Grotley work  
 30 Bokenmyer v. Hess & ors. libel  
 32 Bentham v. Erith Urban District Council con-  
 tract  
 51 Hoskin v. Wallace contract  
 54 Webb & anr. v. Creber slander  
 63 Ashton v. Gamage Id. & ors. libel  
 99 Viner v. Myring contract  
 00 Parsons v. Cookson pers. inj.  
 07 Chivers v. Chandler's Wiltshire Brewery Id. pers.  
 inj.  
 08 Woodroffe v. Stanley Gibbons Id. & anr. libel  
 109 Warren v. Aarons slander  
 110 Absolute Life Assce. Co. Id. v. Warlen calls  
 111 Bailey v. Heilmann & anr. contract  
 117 Bernard v. Lidard, Son & Baker negligence  
 118 Hands v. Crisp & Co. Id. commission  
 123 Folkestone Water Works Co. v. Gordon Hotels, Id.  
 contract  
 128 Lvrkman v. L. & N. W. Ry. Co. pers. inj.  
 130 Long v. Powell pers. inj.  
 131 Schaffer v. J. Taylor & Sons Id. pers. inj.

- 132 Murray v. Leitch breach of promise  
 134 Hickmott v. Capron assault  
 135 Hallé v. Midgley contract  
 136 Craig v. Harris mal. pro.  
 138 Grenfell v. Invogva Syndicate Id. contract  
 139 Boutet & anr. v. Dunkerley & Son goods sold  
 143 Walker v. W. McIlroy Id. wrong. dia.  
 144 Forsythe v. Law negligence  
 147 Earp v. Pearce slander  
 149 Sandwell v. L. G. O. Co. Id. pers. inj.  
 150 Wakti v. Stocker pers. inj.  
 152 Martin v. Nurdin & anr. pers. inj.  
 154 Sabine v. School Board for London detinue  
 158 Simpson v. Hess & ors. libel  
 160 Jones & Wife v. Beaumont warranty  
 162 Neale v. Lady Gordon Lennox libel  
 169 Romaine, Wardle & Co. v. Gilbert contract  
 171 Moran v. Adamson slander  
 172 Davies v. Tree pers. inj.  
 173 Norman & Beard Id. v. Hope-Jones libel  
 177 Transatlantic Steam Coal Co. v. International Coal  
 Co. contract  
 180 Crawley v. Hudson Bay Co. pers. inj.  
 181 Croucher v. N. Met. Trams Co. pers. inj.  
 182 Smythe v. Aubart commission  
 184 Craig v. Phillips & Wife fraud. repa.  
 185 Benn v. Ledger libel  
 188 Searle v. S. E. & C. Ry. Co. mal. pro.  
 189 Benson v. Same mal. pro.  
 190 C. A. Pearson Id. v. Hall Caine contract  
 191 Ormsby v. S. E. & C. Ry. Co. pers. inj.  
 193 Ross v. Frith & anr. money lent  
 194 Andree, Wallace & Co. v. Harris stockbroker's  
 acct.  
 98 Richardson v. Dare possession  
 199 Association of Diamond Merchants, &c. Id. v.  
 Windsor cheque  
 200 Taylor v. Cumberbatch libel  
 205 Capital & Counties Bank Id. v. Timberlake guarantee  
 206 Webbe v. Whitechapel, &c. Ry. Co. & anr. negli-  
 gence  
 208 Brocklesby v. Wilkin contract  
 209 Duke of Bedford v. Bromet possession  
 212 Pugh v. G. E. Ry. Co. pers. inj.  
 218 Oxenden v. Smith trespass  
 219 Calley & anr. & ors. v. Graham money paid  
 222 Dickinson v. Banks covenant  
 232 McLeod v. Wood contra t.  
 240 Mitchell v. Wheeler slander  
 241 Medhurst v. Barnes slander  
 243 Forster v. Markham libel

- 255 Fearn v. Ilford U. D. C. work  
 257 Wightwick v. Pope & Absolute Life Assce. Co.  
 contract  
 260 Browning, Todd & Co. v. Hoeming stockbroker's  
 acct.  
 262 Gordon v. Hyderabad (Deccan) Co. Id. work  
 264 Cronin v. Kensington Palace Mansions Id. con-  
 tract  
 269 Sir R. Peel v. Hodgson libel  
 270 Kane v. L. G. O. Co. Id. pers. inj.  
 271 Asch v. Smith injunction  
 279 Wood & Co. v. du Cros contract  
 280 Moorey v. Hilton Co. Id. & ors. pers. inj.  
 281 Tucker v. Baker contract  
 284 Hooley v. Speak detinue  
 287 Stephens v. Comyns money received  
 292 Forman v. Bank of England contract  
 294 Slade v. Panter bill

### MIDDLESEX Common Jury Actions.

Actions beyond No. 197 in this List will not  
 be taken before Monday, 20th January.

The following Numbers will be in the List  
 for Trial on Monday, 13th January—Nos.  
 48 to 94, both inclusive.

- 48 Clark v. Jones & anr. bill  
 64 Loftus v. Roberts contract  
 70 Athorpe v. Mears money lent  
 73 Kendrick v. Myles & anr. contract  
 74 Ward & anr. v. Strickland & Sons & ors. pers. inj.  
 77 Stanley v. Hill trespass  
 11 Balls v. N. Met. Trams Co. pers. inj.  
 78 Stone v. Lavell pers. inj.  
 80 Gardiner & Co. v. Anglo-American Laundry negli-  
 gence  
 81 Kelly v. Nicolopulo money paid  
 85 Lurban v. Smith bill  
 86 May v. Ransom & anr. fraud. repa.  
 87 Delauney v. Mortimer & anr. fraud. repa.  
 88 Craue v. Mallus & Wife contract  
 91 Spiegel v. Allborough stockbroker's acct.

- 25 Varty v. Feast fraud. repa.  
 26 Same v. Same detinue  
 95 Goslett v. Bray slander  
 98 Tolman v. Borrer contract  
 101 Jenner v. L. & S. W. Ry. Co. Id. pers. inj.  
 102 Davis v. Stoddart money received  
 103 Fogarty & Wife v. Jones assault  
 104 Grant v. O'Connor work  
 106 Coghnam v. N. Met. Tramways Co. pers. inj.  
 113 Juggiss v. Lambert & anr. fraud. repa.  
 116 Memlein & Wife v. London United Tramways Co.  
 Id. pers. inj.  
 121 Bulley v. Lon. United Trams Id. pers. inj.  
 122 Flanagan v. Scott & anr. declaration  
 125 Goto v. Russell contract  
 127 Hayward v. Robinson warranty  
 1 Woodward & anr. v. Sir E. Sebright bill  
 6 Marreo v. London & Westminster Loan, &c. Co.  
 Id. issue  
 9 Citizen Property Co. Id. v. Barratt & Co. possession  
 10 Same v. Same possession  
 10A Bailey v. Claxton contract  
 28 Mc Caw & Co. Id. v. Welch Grape Juice Co. goods  
 sold  
 46 Faulkner v. Grayling & ors. trespass  
 55 Beckett & Co. v. Jones & Sons & ors. trespass  
 56 Davis v. Joel & anr. contract  
 65 Dear v. Stevens contract  
 90 Housart v. Armstrong & Co. & anr. bill  
 91 Foster v. Parker contract  
 98 Hart v. Senior detinue  
 120 Morton, Down & Co. v. Woolls & anr. cheques  
 126 Arton v. Salberg detinue  
 129 Northampton (Marquis of) v. Green rent  
 137 Portler v. Larkin contract  
 140 Mallett v. Kirby assault  
 141 Stracey-Clietherow v. Parsons possession  
 220 Hammond & anr. v. Metcalf & anr. detinue  
 148 Hayden v. Vercesi & ors. possession  
 148 Longstaffe v. Hasding slander  
 151 Pugh & anr. v. Motor Manufacturing Co. con-  
 tract  
 155 Valknet v. Swan & Edgar Id. pers. inj.  
 156 Strickland v. Banister libel  
 157 Cotton & anr. v. Soumes contract  
 163 Pitt v. Gale contract  
 164 Warren v. Lawson & ors. fraud. repa.  
 166 Stewart v. Davs & anr. contract  
 167 Gardiner v. Browne money lent  
 168 Pryor v. N. Met. Tramways Co. pers. inj.

- 170 Harden & anr. v. Sutherland bill  
 175 Knight v. Hyams cheque  
 176 Duggan v. Simmonds detinue  
 178 Robinson v. Reardon contract  
 183 Paston v. Withey pers. inj.  
 186 Nathan v. Swift money received  
 189 Whinnay v. Dawson bill  
 185 Reynolds v. Sillitoe goods sold  
 197 London v. Elliott issue  
 201 Peter Robinson Id. v. Brooksmith goods sold  
 202 Jackson v. Cruickshanks money lent  
 203 Lane & anr. v. Cleveland money paid  
 211 Browne v. Lon. United Trams Id. pers. inj.  
 221 Wilck & anr. v. British Microscope, &c. Co. Id.  
 and anr. money received  
 225 Hill v. Chambers & anr. distress  
 231 Carver v. Stanier work  
 234 Evans & anr. v. Constien contract  
 235 Pritchard v. Tupper & Son pers. inj.  
 236 Kaross v. Boyd note  
 243 Hardie v. Balmain contract  
 244 Doyle v. Holder & Son pers. inj.  
 46 New Polyphon Supply Co. v. James work  
 217 Ch. Wynd v. Leyland contract  
 248 Heins & anr. v. Randall & Sons issue  
 250 Patent Steam Carpet Beating Co. Id. v. H. D. Bar-  
 lings Id. negligence  
 256 Reitch v. The Newlands (West Griqualand)  
 Diamonds & Mines Id. detinue  
 258 Boehmer & Gibbs v. Webb work  
 259 Myers v. Turquoise Syndicate Id. contract  
 261 Wraaten & W. v. e. Rush slander  
 266 Rubber Estates of Para Id. v. Clarke money paid  
 267 Cook v. Atlantic Transport Co. pers. inj.  
 273 Carter & anr. v. Merritt & Co. pers. inj.  
 274 Docking v. Sports Motor Car Co. contract  
 276 Fearon v. S. E. & C. Ry. negligence  
 278 Raycroft & Co. v. Sankey libel  
 278 Budden & Wife v. Lindsey slander  
 283 Rogers v. Cousins slander  
 286 Smith v. Lawrence & anr. possession  
 288 Foster v. Turner pers. inj.  
 293 Ley & anr. v. Webb & Thompson Id. pers. inj.  
 296 Cheston v. Mac Callum note

### NON-JURY Actions.

Actions beyond No. 354 in this List will not  
 be taken before Monday, 20th January.

The following Numbers will be in the List  
 for Trial on Monday, 13th January—Nos.  
 204 to 249, both inclusive.

- 204 Monarch Investment Building Soc. v. Springs  
 possession  
 207 Heanley v. Fitzwilliam goods sold  
 210 De Lange v. Lumley commission  
 22 Taylor v. Holland judgment  
 213 Homer v. G. Godson & Sons work  
 214 Wilkes Id. v. Cooper & ors. goods sold  
 215 Eaton v. Crocker stockbroker's acct.  
 216 Dolman v. Beracondsey Wharves Co. work  
 229 Baron Aldenham v. Bros. covenant  
 233 Short v. Peace issue  
 238 Chennells v. Chandler's Wiltshire Brewery Id.  
 commission  
 249 London & County Banking Co. Id. v. Harris  
 possession  
 251 Fielting v. Bobbis possession  
 252 Tenant Co-operators Id. v. James possession  
 253 Agnew & anr. v. Laurence possession  
 254 Hawkins v. Ashanti Gold Coast Acquisition Co. Id.  
 commission  
 263 Moore v. Hafford goods sold  
 265 Comtesse de la Taille des Esarts v. Whitney issue  
 268 Partrick v. Gerring fraud. repa.  
 272 Lemon v. Hawkins & ors. bill  
 3 Howard v. Edwards contract  
 6 Middleton v. Moeller & anr. guarantee  
 12 Kempthorne v. Hanley rent  
 13 Moran & anr. v. Henry contract  
 40 Tolpuit & anr. v. Nicholls contract  
 76 Pariset v. Slade judgment  
 112 Ward v. Brandon's Putney Brewery Id. and anr.  
 possession  
 114 Wells v. Army & Navy Co-operative Soc. con-  
 tract  
 115 Nathan & anr. v. Rouff & anr. contract  
 124 Gregory v. Busnell & ors. work  
 133 Leitch & anr. v. Brown money lent

- 142 Hawkins v. Abrahams commission
- 145 Automobile Assoc. Id. v. Twigg detinue
- 161 Hepinstall v. Hepinstall money lent
- 174 Duke of Westminster v. Mennies injunction
- 221 Roberts v. Savary possession
- 37 Mrs. M. I. Leakey v. Price, Bonstead & Co. money received
- 223 E. W. Leakey v. Same wrong. dis.
- 226 Mayor, &c. of Westminster v. Local Government Mutual Guarantee Soc. guarantee
- 230 Southern Agency, &c. Co. v. Agnew & ors. calls
- 237 Whigham v. Moore & ors. bill
- 245 Muller v. Egestorff contract
- 277 Esterhazy v. Ackerman & ors. detinue
- 283 Hopkinson v. Grover & Grover Id. bill
- 286 Eakon v. Lewis note
- 289 A vner v. Watson possession
- 290 Color Printing Syndicate Id. v. Northern Press & Engineering Co. Id. contract
- 291 Brough & ors. v. Helsham commission
- 295 Brown v. Simpson possession
- 297 T. Wells & Co. Id. v. Smith & anr. goods sold
- 298 Robinson & anr. v. Ellam possession
- 299 Gimson v. Townsend work
- 300 Barrow & ors. v. Forster & ors. possession
- 303 General Engineering Co. Id. v. Anderson, Anderson and Anderson Id. work
- 307 Revell & anr. v. Wallace covenant
- 309 Blackburn, Starling & Co. Id. v. Lowenfeld work
- 314 Thomals v. Beetham good sold
- 315 Wright v. Smith contract
- 319 Pinner v. Johnson covenant
- 325 Mc Askall v. Macnaughten slander
- 327 Tate v. Groth & anr. declaration
- 328 Spalding & Hodge Id. v. Macintosh & ors. bill
- 329 Ward v. Alcock possession
- 330 Poynder & anr. v. Fax covenant
- 342 Moore & anr. v. White contract
- 345 Acworth v. Spiller possession
- 348 London & India Docks Co. v. N. London Ry. Co. compensation
- 350 Birmingham City Collieries Syndicate Id. v. Wallington contract
- 352 Cowd v. Cowd money lent
- 354 Alderton v. Bennett stockbroker's acct.
- 356 Batson v. Lewis contract
- 357 Sanders v. Faulding contract
- 361 Lamb v. Pine-Coffin money paid
- 364 Coleman v. Cardinal detinue
- 365 Holten v. Hocken negligence
- 366 Wallace v. W. Rider & Sons Id. contract
- 367 Bellingham & Co. Id. v. Butler money paid
- 369 Botterill v. Raycroft & Co. cheque
- 370 Seeley v. Blackwell money received
- 371 Soutter v. Randall & anr. work
- 372 Nightingale v. Lobb possession
- 373 Robson v. McDougall work
- 375 Adams v. Blake note
- 376 Jervis v. Bideford Westward Ho and Appledore Ry. Co. work
- 377 Doyle v. D. Allen & Sons Id. issue
- 379 Hamilton v. Powles stockbroker's acct.
- 380 Stevenson & ors. v. Ward issue
- 381 Collingwood Goldfields Id. v. Plumbly bill
- 382 Scott v. Elmore's Trust Id. guarantee
- 383 Motor Manufacturing Co. Id. v. C. Manningham & Son goods sold
- 385 Clifton v. Vickery possession
- 388 Randolph v. Diamant & anr. possession
- 392 Craven v. Argles money lent
- 393 Samuels v. Bleckwell possession
- 394 Cruikshank v. Sports Motor Car Co. contract
- 395 Stewart v. Koley Mines & Exploration Id. money paid
- 396 Friedlander v. Willoughby bill
- 419 J. & J. Lonsdale & Co. Id. v. Keevil and anr. issue
- 398 Bannell v. Tillett detinue
- 404 Kemp & anr. v. Willoughby contract
- 416 Lloyd & anr. v. Harris stockbroker's acct.
- 421 Morton v. Rosendorff money lent
- 422 Mead v. Davies issue
- 423 Saunders v. Attrell possession
- 424 C. Webster Id. v. Chapman possession
- 428 Falconer & anr. v. Mievville contract
- 430 Graham v. Robinson & anr. contract
- 432 Alliance Deposit & Investment Co. Id. v. Wood detinue
- 433 Dolby & anr. v. Lord Wenlock work
- 436 G. H. Bulbeck Id. v. Harwood bills
- 440 Lidstone & Co. v. Chis & anr. bill
- 442 Atwater v. Bennett contract
- 443 Long & anr. v. Hammersley work
- 444 Pollard v. Altman money paid
- 447 Jones & anr. v. Mackay & anr. contract
- 456 Foley v. Mayor, &c. of Battersea contract
- 457 New Grappler Pneumatic Tyre Co. Id. v. North Cheshire Rubber Co. Id. goods sold
- 460 Conybears v. Fradd money paid
- 461 Mayor, &c. of Lambeth v. South London Electric Supply Corp'n. Id. contract
- 462 J. Allen & Son v. Field & Co. contract
- 464 London United Breweries Id. v. Stuart & anr. detinue
- 466 Wallace v. Lord Gerard work
- 471 Armstrong v. Mitchell contract
- 475 Potter v. Branton & Co. contract
- 483 Abyssinian Exploration (Parent) Co. Id. v. Crowes cheque
- 484 Barton v. Hallam & ors. work
- 491 Welsbach Incandescent Gas Light Co. Id. v. Continental Gas Light Co. Id. patent
- 495 Cubinson v. Andrews contract
- 496 Rawle & ors. v. Liddell contract
- 498 Penney v. Hancock & anr. contract
- 502 Johnson v. Myers possession
- 503 Grosvenor Mansions Co. Id. and anr. v. Sherard, Cowper, Coles & Co. Id. nuisance
- 508 Elson & anr. v. Herridge covenant
- 507 Moody & anr. v. Patterson possession
- 514 Broadbent v. London Brick Co. goods sold
- 515 Crichton Bros. v. Victor & Liddon detinue
- 518 Andrews & Son v. The Riverside Club work
- 518 Catty & anr. v. Perkins covenant
- 520 Moorhead v. Furwood & ors. contract
- 523 Brown v. Egypt & Sudan Mining Syndicate Id. contract
- 530 Meters Id. v. London & Manchester Sanitary Patents Co. contract
- 531 Freund v. Wheldon injunction
- 533 Gripper v. Hall contract
- 536 Lennox, Reynolds & Fyfe Id. v. Yule & anr. work
- 537 Satchwell v. Husain breach of promise
- 539 Brown v. Russell contract
- 543 Great Grimaby Coal, Salt and Tanning Co. Id. v. Marshall detinue
- 549 Dunlop Pneumatic Tyre Co. v. Ostrich Tyre Co. & ors. patent
- 551 John H. Hackman Id. v. Turner work
- 552 Heasman v. Simmonds & Wife possession
- 553 Mayer v. Begbie note
- 555 Bishop of Southwell & anr. v. Scott injunction
- 559 Procter v. Mayor, &c. of Islington money paid
- 560 Eilers v. Higgs bill
- 562 Lloyd's Bank Id. v. Roller guarantee
- 568 Bates v. Mark, Bromet & Co. bill

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO 6TH JANUARY, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex .. .. .	206	220	426
Non-Juries .. .. .			197
London .. .. .	3	1	4
Commercial Causes			10
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV.			17
Assigned Actions			2

656

NOTE.—This Summary shows the total number of Actions for Trial up to and inclusive of the above date.

HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS,  
1902.

A to F.

Mondays . . . . .	} Master DAY.
Wednesdays . . . . .	
Fridays . . . . .	
Tuesdays . . . . .	} Master LORD DUNBOYNE.
Thursdays . . . . .	
Saturdays . . . . .	
Saturdays . . . . .	

G to N.

Mondays . . . . .	} Master MACDONELL.
Wednesdays . . . . .	
Fridays . . . . .	
Tuesdays . . . . .	} Master CHITTY.
Thursdays . . . . .	
Saturdays . . . . .	
Saturdays . . . . .	

O to Z.

Mondays . . . . .	} Master ARCHIBALD.
Wednesdays . . . . .	
Fridays . . . . .	
Tuesdays . . . . .	} Master
Thursdays . . . . .	
Saturdays . . . . .	
Saturdays . . . . .	

## HIGH COURT OF JUSTICE.

## KING'S BENCH DIVISION.

## HILARY SITTINGS, 1902.

DATES.	LOED CHIEF JUSTICE.	WILLS J.	GRANTHAM J.	LAWRANCE J.	WRIGHT J.	BRUCE J.	KENNEDY J.	RIDLEY J.
<b>1902.</b>								
JANUARY . . . 11	Judges' Meeting	Judges' Meeting	Judges' Meeting South Eastern Circuit	Judges' Meeting	Judges' Meeting	Judges' Meeting	Judges' Meeting	Judges' Meeting
" . . . 13	Nisi Prius	Nisi Prius	"	Nisi Prius (Chambers intervening)	Nisi Prius	Nisi Prius	"	Nisi Prius
" . . . 14	"	"	"	"	"	"	South Wales Circuit	"
" . . . 15	"	"	"	"	"	"	"	"
" . . . 16	"	"	"	"	"	"	"	"
" . . . 27	"	Northern Circuit	"	"	"	"	"	"
" . . . 28	"	"	"	"	"	Midland Circuit	"	"
FEBRUARY . . . 3	"	"	"	"	"	"	(Commercial List intervening)	"
" . . . 12	"	"	"	"	"	"	"	"
" . . . 17	"	"	"	North Eastern Circuit	"	"	"	North Eastern Circuit
" . . . 19	"	"	"	"	South Eastern Circuit	"	"	"
" . . . 20	"	"	End	"	"	"	"	"
" . . . 21	"	"	Nisi Prius	"	"	"	"	"
" . . . 24	Divisional Court	"	"	"	"	"	"	"
" . . . 28	"	End	"	"	"	"	"	"
MARCH . . . . 3	"	Nisi Prius	"	"	"	"	"	"
" . . . . 4	"	"	"	"	"	"	"	"
" . . . . 7	"	"	"	"	End	End	"	"
" . . . . 8	"	"	"	"	"	"	South Wales Circuit	"
" . . . . 10	"	"	"	"	Nisi Prius	Commercial List	"	"
" . . . . 12	"	"	(Central Criminal Court intervening)	"	"	"	"	"
" . . . . 14	"	"	"	"	"	"	"	"
" . . . . 26	"	"	"	End	"	"	End	End

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

HILARY SITTINGS, 1902.

BURAN J.	DARLING J.	CHANNELL J.	PHILLIMORE J.	BUCKNILL J.	WALTON J.	JELF J.	DATES.
Judges' Meeting	Judges' Meeting	Judges' Meeting	Judges' Meeting	Judges' Meeting	Judges' Meeting	Judges' Meeting	1902. JANUARY . . . 11
Commercial List	Nisi Prius	Western Circuit	Nisi Prius	Nisi Prius	North Wales Circuit	Chambers	" 13
(Revenue Cases intervening)	"	"	"	"	"	"	" 14
"	"	"	"	"	"	(Central Criminal Court intervening)	" 15
"	"	"	"	Northern Circuit	"	"	" 16
"	"	"	"	"	"	"	" 27
"	"	"	Oxford Circuit	"	"	"	" 28
"	Western Circuit	"	"	"	(Nisi Prius intervening)	"	FEBRUARY . . . 3
(Central Criminal Court intervening)	"	"	(Central Criminal Court intervening)	"	"	"	" 12
"	"	"	"	"	"	"	" 17
"	"	"	"	"	"	"	" 19
"	"	"	"	"	"	"	" 20
"	End	End	"	"	"	"	" 21
"	Divisional Court	Divisional Court	"	"	"	"	" 24
"	"	"	"	End	"	"	" 28
Midland Circuit	"	"	"	Nisi Prius	"	"	MARCH . . . 3
"	"	"	"	Chambers	"	Oxford Circuit	" 4
"	"	"	"	"	"	"	" 7
"	"	"	"	"	North Wales Circuit	"	" 8
"	"	"	"	"	"	"	" 10
"	"	"	End	"	"	"	" 12
"	"	"	Nisi Prius	"	"	"	" 14
End	"	"	"	"	End	End	" 26

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

HILARY SITTINGS, 1902.

APPEALS AND MOTIONS IN BANKRUPTCY.

APPEALS from County Courts to be heard by a DIVISIONAL COURT Sitting in Bankruptcy, Pending January 3rd, 1902.

- In re Firth Expte. James Lingford v. John Bowling, Official Receiver, Trustee an appeal from the County Court of Yorkshire, holden at Leeds
- In re T. Richards Expte. John Richards v. John Francis, Trustee an appeal from the County Court of Glamorgan-shire, holden at Neath & Aber-avon
- In re a Debtor (No. 40 of 1901) Expte. The Debtor v. The Petitioning Creditors and The Official Receiver an appeal from the County Court of Hamp-shire, holden at Portsmouth
- 4 In re Keen & Keen Expte. The Bristol School Board v. Edward Thomas Collins,

Trustee an appeal from the County Court of Somersetshire, holden at Bridgwater

MOTIONS in BANKRUPTCY for hearing before the Judge, Pending January 3rd, 1902.

- In re Mateo Clark Expte. The Debtor v. The Buenos Ayres & Pacific Ry. Co. Id. and The Official Receiver
- In re Sir Robert Peel Expte. Salaman, Trustee v. Von der Hyde Heydt and J. P. Burt
- In re De Paula Expte. R. H. W. L. De Paula & Sir Thos. Tancred v. Stone, Trustee
- In re Feldman Expte. Bourner, Trustee v. Levy & Poland
- 5 In re a Debtor (No. 430 of 1901) Expte. The Mort-gage Insee. Corpn. Id. v. The Debtor

- In re Mander Expte. The Official Receiver v. Davis
- In re Janssen Expte. Kanning v. Vogler, Trustee
- In re Richardson, H. W. Expte. E. W. Thompson & ora. The Exors. of Thos. Richardson, dec. v. Hutson, Trustee
- In re Parker Expte. The Board of Trade v. Edgerley, Trustee
- 10 In re Prince Expte. Trantor v. Gimblett, Trustee
- In re Gordon Expte. Haydon, Trustee v. R. A. Smith
- In re Walter Expte. Levy v. Green, Trustee (restored to List at Trustee's in-stance)
- In re Vidal Expte. Collings & Co. v. Hayden, Trustee
- In re Schuppisser Expte. Mason, Trustee v. W. H. Webb
- 15 In re Same Expte. Same v. Saml. Jacobs
- In re Lamplough Expte. Singleton, Trustee v. Mrs. Hettie Lamplough

MATTERS IN BANKRUPTCY.—Total number of Appeals and Motions .. .. 20.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KIRKWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINEN EADLE.
Saturday, Jan. 11	Mr. Beal	Mr. Pemberton	Mr. R. Leach	Mr. Carrington	Mr. Church	Mr. Greswell	Mr. Godfrey	Mr. W. Leach
Monday, ,, 13	„ Farmer	„ Pugh	„ Godfrey	„ R. Leach	„ Greswell	„ Pemberton	„ Church	„ Jackson
Tuesday ,, 14	„ Church	„ Carrington	„ Farmer	„ Beal	„ W. Leach	„ Jackson	„ King	„ Pemberton
Wednesday ,, 15	„ W. Leach	„ Pugh	„ Godfrey	„ R. Leach	„ Greswell	„ Pemberton	„ Church	„ Carrington
Thursday ,, 16	„ Greswell	„ Carrington	„ Farmer	„ Beal	„ W. Leach	„ Jackson	„ King	„ Pugh
Friday ,, 17	„ King	„ Pugh	„ Godfrey	„ R. Leach	„ Greswell	„ Pemberton	„ Church	„ Beal
Saturday ,, 18	„ Godfrey	„ Carrington	„ Farmer	„ Beal	„ W. Leach	„ Jackson	„ King	„ R. Leach

\*.\* The Easter Vacation will commence on Friday, the 23th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

HIGH COURT OF JUSTICE.  
 PROBATE, DIVORCE AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at HILARY SITTINGS, 1902.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—  
 R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

A list of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>BEFORE THE COURT ITSELF—UN- DEFENDED DIVORCE.</b>				
1 H.D.	Power v. Power & Luscombe . . . . .	Goldberg & Co.		
2 W.N.	Smith orse. Mullinger v. Smith . . . . .	J. J. Perry & Co. . . . .	Wootton & Son.	
3 H.D.	Hulin v. Hulin & Evans . . . . .	Judge & Priestley		
4 H.D.	Channell v. Channell & Sperring . . . . .	Marshall & Pridham.		
5 W.J.S.	Turner, C. R. A. v. Turner, S. S. . . . .	Smith, Fawdon & Low.		
6 H.D.	Webb v. Webb & Woods . . . . .	Robbins, Billing & Co.		
7 W.D.	Brawn, M. A. v. Brawn, F. J. . . . .	Miller, Smith & Bell.		
8 W.D.	McCarthy, A. v. McCarthy, H. W. . . . .	Millar & Sons.		
9 W.D.	Howell, M. v. Howell, G. S. . . . .	G. A. King . . . . .	T. M. Richards.	
10 H.D.	Brenton v. Brenton & Hedges . . . . .	J. E. Walker.		
11 W.D.	Herriot, M. H. v. Herriot, J. . . . .	T. H. Hiscott.		
12 W.D.	Browne, A. S. A. v. Browne, R. H. . . . .	C. Russell & Co.		
13 W.D.	Jones, E. J. v. Jones, T. M. . . . . (stay sec.)	E. Fitzgerald . . . . .	In Person.	
14 W.D.	Fisher, E. S. v. Fisher, A. E. . . . . (stay com.)	Osborn & Osborn.		
15 H.D.	Simpson v. Simpson & Watkin . . . . .	Doyle & Co.		
16 W.D.	Rierner, B. v. Rierner, P. H. . . . .	Lewis, Margetts & Co.	H. Oppenheimer.	
17 W.D.	Maxwell v. Maxwell & Crawford . . . . .	Sayle & Co.		
18 W.D.	Lusby, E. M. v. Lusby, J. W. . . . .	Collyer-Bristow & Co.		
19 W.D.	Major, J. E. v. Major, F. . . . .	Arnould & Son.		
20 H.D.	Gregory v. Gregory & Wild . . . . .	H. A. Sims.		
21 H.D.	Chennell v. Chennell & Barrett . . . . .	Lovell & Co.		
22 W.J.S.	Dearling, M. v. Dearling, J. H. . . . .	Maddisons & Co.		
23 W.D.	de Torre Hermosa, M. M. H. de C. Marquesa v. de Torre Hermosa, A. de C. Marques.	A. Westbrook.		
24 W.D.	Ball, M. F. M. v. Ball, M. D. . . . .	Richardson & Co.		
25 W.D.	Scott, H. v. Scott, T. . . . .	Furmer, Rawson & Co.		
26 W.D.	Cardell, H. v. Cardell, A. J. . . . .	Grant, Bulcratz & Co.	A. C. Kent.	
27 H.D.	Pierpont, A. D. v. Pierpont, F. M. . . . .	Osborn & Osborn . . . . .	H. Clifton.	
28 W.D.	Austin, M. H. v. Austin, W. J. . . . .	Howard & Son.		
29 H.D.	Church v. Church & Watts . . . . .	T. B. White . . . . .	Osborn & Osborn . . . . .	Osborn & Osborn.
30 H.D.	Brown-Constable v. Brown-Constable & Ainsworth . . . . .	H. A. Wilson.		
31 H.D.	Delbridge v. Delbridge & Borlase . . . . .	S. James.		
32 H.D.	Wray v. Wray & D'Almeida . . . . .	Flux & Co.		
33 W.D.	Daniel, A. C. H. v. Daniel, T. . . . .	Oswald, Hanson & Co.		
34 H.D.	Waugh v. Waugh & Scott . . . . .	Marshall, Dix & Co.		
35 H.D.	Chapman v. Chapman & Godolphin . . . . .	Law & Warssam.		
36 H.D.	Eliot v. Eliot, Raban & Templer . . . . .	W. P. W. Ware.		
37 H.D.	Ryan v. Ryan, Kerr & Greaves . . . . .	W. & W. Stocken.		
38 W.D.	Douch, M. A. v. Douch, W. . . . .	R. H. Bentley.		
39 W.D.	McShee, K. v. McShee, H. . . . .	E. Morris.		
40 H.D.	Wilson v. Wilson & Garnell . . . . .	Godden & Co.		
41 W.D.	Skuse, F. C. v. Skuse, J. . . . .	Doyle & Co.		
42 W.D.	Lo Ben, F. K. v. Lo Ben, P. . . . .	Dyson & Co.		
43 H.D.	Farley v. Farley & Cummings . . . . .	J. B. Edwards.		
44 W.D.	James A. v. James, W. . . . .	Downer & Johnson.		
45 H.D.	Atkinson v. Atkinson & Aldred . . . . .	Spencer & Co.		
46 H.D.	Rusker v. Rusker & Ryley . . . . .	Murr & Rusby . . . . .	Judge & Priestley . . . . .	Judge & Priestley.
47 W.D.	Clements, F. J. v. Clements, M. F. . . . .	R. Barnes.		
48 W.D.	Davidson, E. v. Davidson, J. . . . .	Clarke, Rawlins & Co.		



No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
49	H.D. Lloyd, D. W. v. Lloyd, E.	Simpson & Co.		
50	W.D. Brett, F. E. v. Brett, E. P.	Marsden & Son.		
51	H.D. Edwards v. Edwards & Pearson	A. E. Woodgate.		
52	H.D. White v. White & Davis	Jaques & Co.		
53	H.D. Hadden v. Hadden & Rider	Wood, Bigg & Nash	Allen & Son	W. B. Styer.
54	W.D. Allen, L. F. v. Allen, J. E.	Freeman & Son.		
55	W.D. Sainsbury, S. v. Sainsbury, J.	H. Jacob.		
56	W.J.S. Stoodley, M. v. Stoodley, F.	Baillie & Co.		
57	W.D. Lamborn, M. E. B. v. Lamborn, J.	Maddocks & Colson	In Person.	
58	H.D. Guthrie v. Guthrie & Kilgallon	Gibson, Weldon & Co.		
59	H.N. Payne v. Payne, orse. Thompson (in camera)	Walker & Rowe.		
60	H.D. Fenn-Anstruther v. Fenn-Anstruther & Moore	Wainwright & Co.		
61	W.D. Hurdman-Lucas, M. K. v. Hurdman-Lucas, H. F.	Beardall & Co.		
62	{W. R. C. R.} Paine, E. D. v. Paine, C. H.	Norris & Norris	Keen, Rogers & Co.	
63	W.D. Burton, Annie v. Burton, Alfred	Stevens & Co.		
64	H.D. Turvey v. Turvey & Lean	Arcoill & Co.		
65	H.D. Rothwell v. Rothwell & Ogden	Chester & Co.	Scott, Spalding & Co.	Scott, Spalding & Co.
66	H.D. Snook v. Snook & Davison	Stewart & Ainger.		
67	W.N. Lane orse. Drummond v. Lane (in camera)	Spencer & Co.	H. B. Priest.	
68	W.D. Cook, A. v. Cook, E. V.	In Person.		
69	{W. R. C. R.} Smith, Emma v. Smith, Edwin	A. C. Crane	J. A. Girling.	
70	W.D. Salmon, N. L. v. Salmon, L. C.	In Person.		
71	W.D. Davis, A. J. v. Davis, J. J. M.	W. B. Blackwell.		
72	H.D. Davidson v. Davidson & Clay	Cunliffes & Davenport.		
73	H.D. Markham v. Markham & Horn	S. J. W. Smith.		
74	{W. R. C. R.} Bridges, M. A. v. Bridges, T.	Lewis & Lewis	In Person.	
75	H.D. Crooke v. Crooke & Roberts	A. C. Buckmaster	Draper & Son	Draper & Son.
76	H.D. Florence v. Florence & Taylor	Turner & Co.	C. Russell & Co.	G. J. Fowler.
77	W.D. Tomlin, K. v. Tomlin, A. D.	Lee, Ockerby & Co.		
78	H.D. Brooks, T. J. v. Brooks, E. A.	Indermaur & Brown.		
79	W.D. Hampson, R. v. Hampson, F.	T. D. Jones.		
80	W.D. Elliott, A. I. v. Elliott, G.	Ford, Lloyd & Co.		
81	W.D. Robinson, E. H. v. Robinson, J. S.	Sandom & Co.		
82	W.D. Vickers, S. E. v. Vickers, W.	Collyer, Bristow & Co.		
83	H.D. Gilbert v. Gilbert & Newman	E. Bevir.		
84	H.D. Jackson v. Jackson & Harris	Stow & Co.		
85	W.D. Raby, M. A. E. v. Raby, A. J. A.	T. Dutton.		
86	H.D. Bown v. Bown, Fisher & Vines	T. White & Sons.		
87	W.D. Gough, J. M. P. v. Gough, F. J.	Prior & Co.	In Person.	
88	H.D. Paull v. Paull & Brain	Peacock & Goddard.		
89	W.N. Attwood orse. Pomeroy v. Attwood (in camera)	Pritchard, Englefield & Co.		
90	W.J.S. Androutzos, M. I. v. Androutzos, N. I.	Field, Roscoe & Co.		
91	W.N. Duff orse. Sheridan v. Duff (in camera)	Collyer, Bristow & Co.	Hasties & Co.	
92	H.D. Soskice v. Soskice & Kleiman	Benham & Meyer.		
93	H.D. Cherry v. Cherry & Cunningham	In Person.		
94	W.D. Bullivant, E. v. Bullivant, E.	Judge & Priestley	Morris & Co.	
95	W.J.S. Tunncliffe, E. M. v. Tunncliffe, J.	Sims & Syms.		
<b>BEFORE THE COURT ITSELF—PROBATE AND DEFENDED DIVORCE.</b>				
1	W.D. Cooke, G. v. Cooke, H. B.	Rollit & Sons	Burns, Churchill & Co.	
2	W.J.S. Ashworth, E. A. v. Ashworth, P. G.	Speechly & Co.	Waterhouse & Co.	
3	W.D. Evans, M. v. Evans, D.	Woonsam & Smith	Judge & Priestley.	
4	P. {C. Worsley, dec. Vincent v. Worsley & ors.	Gedge & Co.	{F. C. Matthews & Co. Lay & Co. Pears & Co. A. Solomon.	
5	H.N. Yules v. Yules orse. Solomon (stay sec.)	Hamlin & Co.		
6	H.D. Holland v. Holland, Clarke & Featherstone	A. & A. E. Hughes		{Russell & Arnolds / Clarke. Simey & Cook / Featherstone. H. H. Austwick.
7	H.D. Besley v. Besley & Walters (stay sec.)	Avery & Wolverson	Hamlin & Co.	
8	W.N. Leigh orse. Lightoller v. Leigh (in camera)	Norris, Allens & Co.	Jehson, Weatherall & Co.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
9 W.J.S.	Schönstadt, E. v. Schönstadt, M. H.	Osborn & Osborn	In Person.	
10 H.D.	Rosser v. Rosser & Milsom	Riddell & Co.	Ward, Bowie & Co.	
11 H.D.	Atkinson v. Atkinson & Hall.	Helder, Roberts & Co.	H. N. Paisley.	
12 W.J.S.	Marsland, A. v. Marsland, F.	Hewitt & Urquhart.	Rowcliffe's & Co.	
13 H.D.	Mooney v. Mooney & Metcalf	Jaques & Co.	Robbins, Billing & Co.	
14 H.D.	Parry v. Parry, Harrison & Norman	H. Jacob	G. H. Clennell	T. D. Jones for Harrison.
15 W.J.S.	Day, H. v. Day, W. C.	Thomson & Thomson	H. Wilson.	
16 P.	(E. E. Marsden, dec.) Hughes v. Marsden	H. A. Sims	Rowcliffe's & Co.	
17 W.D.	Quaife, A. v. Quaife, W.	Blyth, Dutton & Co.	Ford & Ford.	
18 W.J.S.	Simonds, C. W. v. Simonds, T.	Wells & Sons	Barraud and Jupp.	
19 W.N.	Krause orse. Pietschmann Driller v. Krause	Goldberg & Co.	Woosnam & Smith.	
20 W.D.	Herring, M. J. v. Herring, W.	Aird & Co.	A. Howard.	
21 W.D.	Southall, E. v. Southall, H. W.	Taylor, Hoare & Co.	Ward, Bowie & Co.	
22 W.J.S.	Ball, J. L. M. v. Ball, E. E.	Prior & Co.	H. V. Tiddeman.	
23 P.	(R. Arthington, dec.) Whiting & ora. v. Jowitt	Barton & Pearman	Andrew & Co.	
24 W.D.	Hook, F. v. Hook, A.	Beardall & Co.	Pearce & Aldridge.	
25 H.D.	Wales v. Wales & Fenton	Hanne & Son.	W. N. M. Scuttis.	
26 P.	(E. J. Kent, dec.) Kent v. Kent & ors.	Kent & Son	Le Brasseur & Oakley. Booth & Smee. Burns & Co.	
27 H.D.	Orme v. Orme & Tubbs	A. T. Lawden	Cartwright & Cunningham.	Cartwright and Cunningham.
28 P.	(J. Williams, dec.) Williams orse. Wibrow v. Williams.	W. Taylor	P. J. Rutland.	
29 P.	(J. Thomas, dec.) Thomas v. Mathias & ors.	Riddell & Co.	Downing & Co.	
30 L.D.A.	Stagg v. The Attorney-Gen.	Batchelor & Cousins.	Treasury Solicitor.	
31 W.D.	Wallen, F. E. M. v. Wallen, T. E.	W. F. M. Provis	Hubbard & Co.	
32 P.	(W. Dakin, dec.) Parkinson & anr. v. Dakin	Field, Roscoe & Co.	A. B. Betts.	
33 P.	(E. Sage, dec.) Sage & anr. v. Wintle & anr.	Busk & Co.	Meredith & Co.	
34 P.	(A. A. French, dec.) French v. French & anr.	Reader & Co.	Rowcliffes & Co.	
35 H.D.	Phillips v. Phillips & Campbell	Headley & Roberts	Chapman & Stonehouse.	
36 (W.R.)	Welburn, F. v. Welburn, W. G.	Williamson, Hill & Co.	Milner & Bickford.	
37 H.D.	Bennett v. Bennett & McKay	Robinson & Bradley	Taylor, Son & Humbert.	J. E. & H. Scott.
38 P.	(G. Snowball, dec.) Scaife v. Fraser	Williamson, Hill & Co.	Clayton, Sons & Fergus.	
<b>COMMON JURIES.</b>				
1 H.D.	McGill v. McGill & Lees	W. L. Walter	Smiles & Litchfield	Smiles & Litchfield.
2 H.D.	Newman v. Newman & Palk	Helder, Roberts & Co.	Taylor, Hoare & Co.	Taylor, Hoare & Co.
3 H.D.	Lucoque v. Lucoque, Smith & Chamberlain	Goodale & Hobson	J. M. Haslip	Moon, Gilks & Moon for Smith. Osborn & Osborn for Chamberlain.
4 P.	(West, dec.) Lightbody v. West & ors. (not before March 1, 1902)	Brown, Ringrose & Co.	(J. T. Davies. Dunn & Co.	
5 H.D.	Easton v. Easton & Robertson	W. H. Armstrong.		
6 H.D.	Crichton v. Crichton & Whitehouse	M. Moseley	A. Rees	Smith & Co.
7 H.D.	Cornes v. Cornes & Harding	Hicklin & Co.	Ransom & Co.	B. W. Kemp.
8 P.	(J. Evans, dec.) Jones & anr. v. Evans	E. G. Watkins	Woosnam & Smith.	
9 H.D.	Dürschmidt v. Dürschmidt & Fischer	Lee, Ockerby & Co.	H. H. Price	H. H. Price.
10 H.D.	Bestwick v. Bestwick & Hadfield	Gibson, Weldon & Co.		
11 H.D.	Boardman v. Boardman & Wardle	Nicholson & Co.		In Person.
12 H.D.	Whitmarsh v. Whitmarsh & Egby	In Person.		
13 H.D.	Painter v. Painter & Lamborn	Maddocks & Colson.		
14 H.D.	Brooks v. Brooks & Wilson	M. G. Card	Stewart & Ainger	Savery & Stevens.
15 H.D.	Lenzi v. Lenzi & Chapman	Minton, Slater & Co.	H. Bamford.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
16	H.D. Gates v. Gatos & Warner	Taylor & Co.		Stewart & Ainger.
17	H.D. Greenhouse v. Greenhouse & Llewelin	Bennett & Chance.		
18	H.D. Corden v. Corden & Scott	Deacon & Co.		
19	P. Sanders, dec.			
20	H.D. Sanders v. Claremont	Bell, Brodrick & Gray	Claremont & Haynes.	
21	H.D. Scheerer v. Scheerer & Sargeant	Lewis, Margetts & Co.	Thomson & Thomson	F. C. Mortimer.
22	H.D. Meares v. Meares & Danby	Pearce & Aldridge	G. J. Fowler	G. J. Fowler.
23	H.D. Sheen v. Sheen & Manning	Walmsley & Stansbury.		
24	H.D. Siegmann v. Siegmann and Neuyahr	J. S. Rubinstein		Lewty & Co.
25	P. M. Humphrey, dec.			
26	H.D. Seal v. Wickens	C. F. Martelli	Crump & Co.	
27	H.D. Blackett v. Blackett & Trail	Collyer, Bristow & Co.	C. Lumley	Woodcock & Co.
28	H.D. Hancock v. Hancock & Katinakis	Woodcock & Co.	Wilde & Co.	Lawford & Co.
29	H.D. Ford v. Ford & Grove	T. D. Jones	Arnould & Son	Arnould & Son.
30	H.D. Ratcliffe v. Ratcliffe & De Reeder	Bower, Cotton & Co.	Wilkinson & Co.	
31	H.D. Bray v. Bray & Allen	Easton & Cargill.	A. J. Pitta	
32	H.D. Cook v. Cook & West	H. M. Ody	J. C. Jackson	In Person.
33	H.D. Palmer v. Palmer & Beaufort	T. D. Dutton	P. C. Conway.	P. C. Conway.
34	H.D. Pinder, E. v. Pinder, D.	McDiarmid & Hill	Stevenson & Couldwell.	

SPECIAL JURIES.

1	H.D. Smith v. Smith & Browning	Lumley & Lumley	Lewis & Lewis	Wontner & Sons.
2	W.J.S. Harland v. Harland	T. D. Dutton	Scott & Co.	
	H.D. Harland v. Harland & Acheson	Scott & Co.	T. D. Dutton.	
3	H.D. Goodwin v. Goodwin, White & Smith (stay sec.)	Everett & Hodgkinson	J. B. & F. Purchase.	
4	H.D. Bishop v. Bishop & Withers	Scott & Co.	L. Stroud for White.	Humphreys & Son.
	W.D. Bishop v. Bishop (stay sec.)	Humphreys & Son	Humphreys & Son	Scott & Co.
5	P. J. Heyn, dec.			
6	H.D. Heyn v. Heyn	Pritchard, Englefield & Co.	Reed & Reed.	
7	H.D. Whitehouse v. Whitehouse & Keatinge	Flux & Co.		Cunliffes & Co.
8	P. J. T. Holliwel, dec.			
9	H.D. Cotton v. Cotton	Hare & Co.	E. J. Q. Maggs.	
10	H.D. Fraser v. Fraser & Firman	C. Russell & Co.	Rowcliffes & Co.	Booty & Bayliffe.
11	P. H. J. Sempic, dec.			
12	H.D. Middlesex Hospital v. Fisher & ors.	Hallowes & Co.	Scadding & Bodkin.	
13	W.J.S. Preston, S. I. v. Preston, D. C.	C. R. Woolley	Cole & Jackson.	
14	W.J.S. Tute, H. E. v. Tute, R. C.	Collins & Cooke	Withers & Withers.	
15	H.D. Radley v. Radley & Palmer	Thompson & Co.		Fowler & Co.

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Causes before Court itself—Undefended	95
Causes before Court itself—Defended	38
Common Juries	32
Special Juries.	12

Total Actions and Causes .. 177

PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioners.	Respondent's.	Co-Respondent's.
<b>MICHAELMAS, 1899.</b>				
1	W.J.S. Green, A. E. v. Green, E. W. 469. (def.)	Jennings, Son & Allen.	C. W. Marriott.	
2	H.D. Vizard v. Vizard & Griffiths. 19978 (C.J.)	Riddell & Co.	Ward, Bowie & Co.	H. Jacobs.
3	H.D. Barclay v. Barclay & Chetwynd (S.J.)	Gedge, Kirby & Millett.	Long & Gardner.	Wontner & Sons.
			G. W. Wallis.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
<b>MICHAELMAS, 1900.</b>				
4	W.J.S. Graves, M. A. v. Graves, H. . . . .	H. A. Sims . . . .	Ford & Ford.	
5	{ H.B. Getty, W. v. Getty, C. B. . . . .	Busk, Mellor & Co. .	T. B. & W. Nelson.	
6	W.D. Greaves, E. M. K. C. v. Greaves, C. J. . . . (stayd)	W. L. Walker . . . .	In Person.	
7	H.D. Clarke v. Clarke & Page . . . . . (stay sec.)	Windsor & Co. . . .	R. P. H. Watts . . .	J. Merley.
8	H.D. Hughes v. Hughes, Taubfichen and Bayer (stay sec.)	C. V. Young & Co. .	Lewis & Lewis.	
9	W.D. Phillips, L. M. v. Phillips, A. E. . . . .	Andrews & Andrews.		
10	H.N. Birch v. Birch orsa. Howarth . (in camera) (stay sec.)	E. Fitz-Gerald . . .	H. B. Sewell.	
11	W.J.S. Hawkins, A. E. v. Hawkins, J. S. R. . . . .	Dunns, Baker & Co..	Preston, Stow & Co.	
12	W.J.S. Spurr, M. W. v. Spurr, M. B. . . . .	In Person.		
13	W.J.S. White, M. F. v. White, F. J. . . . .	Walker & Rowe . . .	Blair & Girling.	
14	W.D. Theobald, E. E. v. Theobald, A. G. . . . .	Biggs, Rocha & Co. .	Cameron & Co.	
15	W.J.S. Horton, A. V. v. Horton, S. H. . . . . (stay sec.)	Field, Roscoe & Co. .	Brooks, Jenkins & Co.	
16	H.D. Craymer v. Craymer & Williams . . . . . (stay sec.)	T. D. Jones . . . . .	Stewart & Ainger.	
17	W.D. Campbell, E. v. Campbell, J. . . . . (stayd)	F. A. S. Stern.		
18	H.D. Lines v. Lines & Thorp . . . . . (stay sec.)	Smiles & Co. . . . .	H. A. Sims . . . . .	H. A. Sims.
19	H.D. Sturgess v. Sturgess & Laphorne . . . . . (stay sec.)	Apps & Son . . . . .	W. H. Curtis.	
20	H.D. Metherell v. Metherell & Vanderwulf	Busk, Mellor & Norris.		
21	W.J.S. Lloyd-Roberts, F. G. M. v. Lloyd-Roberts, G. H. . . . .	T. White & Sons. . .	Soames & Co.	
22	W.J.S. McAvoy, V. v. McAvoy, F. W. . . . .	W. H. Armstrong . .	Wells & Son.	
23	W.J.S. Dickinson, M. v. Dickinson, J. F. . . . . (stayd)	J. A. Whitehead. . .	Marsden & Son.	
24	{ W.R. Grant, H. M. v. Grant, J. . . . . (def.)	H. E. Moojen. . . . .	Howard & Shelton.	
25	W.D. Warwick, J. F. v. Warwick, G. J. . . . . (def.)	Turner & Co. . . . .	Colyer & Colyer.	
26	W.J.S. Bennett, R. M. v. Bennett, J. M. . . . . (def.)	J. K. Torkington. . .	F. A. S. Stern.	
27	{ W.R. Armitage, C. E. v. Armitage, F. . . . . (def.)	Woodcock & Co. . . .	Ayrton, Biscoe & Co.	
<b>MICHAELMAS, 1901.</b>				
28	H.D. Rutherford v. Rutherford & Jennings (def.) stay sec.	Cree & Son . . . . .	Pyke & Parrott.	
29	W.D. Krause, M. J. F. E. v. Krause, J. G. W. (def.) stayed	Goldberg & Co. . . .	Woonsam & Smith.	
30	H.D. Tittley v. Tittley & Walsh . . . . . (def.) stay sec.	A. Syrett . . . . .	Stewart & Ainger.	
31	W.J.S. Burnside, J. S. v. Burnside, T. D. M. (def.) stay com.	Poole & Robinson . .	E. W. Essell.	
32	H.D. Goodwin v. Goodwin & Bentley . . . . . (C.J.)	Osborn & Osborn. . .	H. Mear.	
33	W.D. West, A. E. v. West, E. J. W. . . . . (undef.)	G. B. W. Digby.	{ Sharpe, Parkers & Co.	
34	W.D. Wright v. Wright, Moutrie & Dark . . . . . (cited def.)	Colyer & Colyer . . .	H. Rumney . . . . .	F. Cherry for Moutrie.
35	W.J.S. Hulme, E. E. M. v. Hulme, A. E. . . . . (undef.)	Prior & Co.		
36	W.J.S. Martin, J. H. v. Martin, A. J. . . . . (def.)	Osborn & Osborn . .	Plunket & Leader.	
37	W.J.S. Lyles, S. v. Lyles, F. . . . . (def.)	Chester & Co. . . . .	Helder, Roberts & Co.	
38	W.D. Orton, F. v. Orton, W. E. . . . . (S.J.)	Lewis & Lewis . . . .	Peacock & Goddard.	
39	W.D. Barry, K. V. M. v. Barry, J. H. . . . . (def.)	Booth & Smece . . . .	Harcourt & Co.	
40	W.J.S. Fitzgerald, M. K. v. Fitzgerald, J. G. . . . . (S.J.)	Lewis & Lewis . . . .	Free & Winckworth.	
41	H.D. Fitzgerald v. Fitzgerald & Hay . . . . . (S.J.)	Free & Winckworth . .	Lewis & Lewis.	
42	H.D. Williams v. Williams, Grinstead & Bolton (pt. hd.)	Shaw, Tremellen & Co.		
42	H.D. Evans v. Evans & Dorling . . . . . (stay sec. C.J.)	Upton & Britton . . .	Stewart & Ainger.	

**HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

**ADMIRALTY.—HILARY SITTINGS, 1902.**

**ACTIONS FOR TRIAL.**

Ship "ACURTI"	Ship "BAUTA"	Ship "CARTHAGINIAN"
"ADVANCE"	"BARKING"	"CATO"
"ALDGATE"	"BOTAVIER II."	"CAPRIVI"
"AMANDA"	"BENBOW"	"CARMELITE"
5 "ANNANDALE"	15 "BJORN"	25 "CERES"
"ARRACAN"	"BLONDE"	"CLAUDIA"
"ASHOUT"	"BORDER KNIGHT"	"CLIEVEDEN"
"ASTARLOA"	"BOSTON CITY"	"COLBERT"
"AUGUSTE LEGEMBRE"	"BURNS"	"COPELAND"
10 "BALMORAL"	20 "CADAGNA"	30 "CORSICA"

Ship	"CROWN POINT"	Ship	"LINDFIELD"	Ship	"SOOTIAN"
"	"CUMERIA"	80	"LILLIAN"	"	"SIAM"
"	"DONOVAN"	"	"MADGE BALLANTYNE"	"	"SIGYN"
"	"DUKE OF BUCKINGHAM"	"	"MAESTEG"	"	"SIMON"
85	"DUNDEE AND DOLLY VARDEN"	"	"MANDINGO"	90	"SHIKER"
"	"EDMUND GUSTAVE"	"	"MANZANARES"	"	"SKINNINGBOVE"
"	"EINAR TAMBAROKJELVER"	65	"MEDIANA"	"	"STRATHMORE"
"	"ELVIRA"	"	"MEREDDIO"	"	"SURREY"
"	"ELLEN LLOYD"	"	"MEROUR"	"	"SUSSEX BELLE"
40	"EMMA"	"	"MILLGATE"	95	"TANGARVILLE"
"	"EUROPA"	"	"MARGARET"	"	"TOM JOHN TAYLOR"
"	"FRIARY"	70	"MONTAUK POINT"	"	"TREASURY"
"	"GIBONDE"	"	"MOUTBARS"	"	"TREVARBOOK"
"	"GORDELIAMO"	"	"MERSEY"	"	"TYMERIO"
45	"HANOVER"	"	"N. S. DEL BOSCHETTO"	100	"TYNEFIELD"
"	"HARVEST QUEEN"	"	"OLAF KYRRE"	"	"TYNESIDER"
"	"HOMLAND"	75	"ORMUZ"	"	"TUSKAR"
"	"HERMES"	"	"PETREL"	"	"UMTATI"
"	"JEANNE CONSAIL"	"	"POLLY AND EMILY"	"	"UPUPA"
50	"JOLITE"	"	"POLKENT"	105	"UNIVERSAL"
"	"JOVKLALOS"	"	"REDSTART"	"	"VIRGO"
"	"JONA AND SUPERNAL"	80	"RING"	"	"VISCOUNT"
"	"IRINA"	"	"RIVER THAMES"	"	"VISCOUNT CASTLEREAGH"
"	"KHARTOUM"	"	"ROTHERFIELD"	"	"VEDRA"
55	"LE NORD"	"	"SANUKI MARU"	110	"WELLGUNDE"
"	"LEGIA"	"	"SARDINIA"	"	"WORKFIELD"
"	"LILIA"	85	"SOOT"	112	"ZWEENA"
"	"LILY"	"			

### APPEALS TO THE DIVISIONAL COURT.

Ship "MYSTERY"  
" "STATTER V. THOMSON"

Ship "SOPHIA AND REBECCA"  
" "WASTWATER"

SUMMARY.—Actions for Trial . . . 112; Appeals to Divisional Court . . . 4—Total . . . 116.

MEMORANDUM.—No complete List of Actions to be tried in this Division during Hilary Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

### COUNCIL OF LEGAL EDUCATION.

#### HILARY EDUCATIONAL TERM, 1902.

A Course of EVENING LECTURES will be delivered by T. E. SCRUTTON, Esq., K.C., on the "LAW OF LITERARY AND ARTISTIC PROPERTY."

#### SYLLABUS.

The subject-matter of the Course of Lectures will be dealt with in the following order, probably on the dates mentioned:—

- THURSDAY, Jan. 16th.—History of the Law of Literary and Artistic Property in England.
- " Jan. 23rd.—Unpublished Works—Conditional Publication—Dramatic Copyright and Playright.
- " Jan. 30th.—Musical Copyright and Performing Right—Literary Copyright.
- " Feb. 6th.—Literary Copyright—Artistic Copyright—Engravings.
- " Feb. 13th.—Artistic Copyright—Paintings—Photographs—Sculpture.
- " Feb. 20th.—International Copyright—The Berne Convention—Copyright in the United States.

The Lectures will be delivered in the OLD HALL, LINCOLN'S INN, at 8 P.M.

Members of the Inns of Court, Free; Gentlemen Non-Members, Fee of One Guinea.

For further particulars apply to Clerk of the Council of Legal Education, Lincoln's Inn Hall, W.C.

### COUNCIL OF LEGAL EDUCATION.

#### PROSPECTUS OF LECTURES AND CLASSES

DURING

#### HILARY EDUCATIONAL TERM, 1902.

#### ROMAN LAW AND JURISPRUDENCE AND INTERNATIONAL LAW—PUBLIC AND PRIVATE.

Reader . . . . . J. PAWLEY BATE, Esq.

Assistant Reader . . . S. H. LEONARD, Esq.

During Hilary Term the READER proposes to deliver Lectures as follows:—

I. On Tuesdays (at 5 o'clock) he will continue his course of Lectures upon Private International Law (Conflict of Laws), with

especial reference to English doctrine. The first Lecture will be given on Tuesday, January 14th. The following topics will be dealt with (the cases mentioned being particularly considered):—

1. Marriage Contracts and the effect of marriage on Property.
2. Legitimation by subsequent marriage of parents.
3. Succession to movables on death.
  - (a) Wills.
  - (b) Execution of powers.
  - (c) Intestate succession.
  - (d) Administration.
  - (e) Death duties.
4. Bankruptcy.

II. On Mondays and Wednesdays (at 2 o'clock) and Fridays (at 12 o'clock) the READER will continue his Course of Lectures on Roman Law and Jurisprudence. The first Lecture will be given on Monday, January 13th. This course is so arranged as to cover in the educational year the topics ordinarily treated of in commentaries upon the Institutes of Justinian, more attention being paid to the developed Roman Law than to the antiquities of Roman Legal History. In particular the READER compares the Roman with the English Law and shows the effect of Roman Law upon legal systems of the present day; and in the course of the Lectures the leading ideas and terms of legal systems in general will be explained and analysed. The following topics will be discussed in Hilary Term:—

Ownership. Possession. Servitudes. Emphyteusis. Intestate Succession (to a free-born person). Wills. Bankruptcy.

The READER is prepared to explain difficulties and give advice in connection with any of the subjects for which he is responsible, after any of his Lectures.

During Hilary Term the ASSISTANT READER proposes to deliver Lectures and hold Classes upon the following subjects:—

- Obligations Quasi ex contractu.
- The Transferability and the discharge of obligations.
- Obligations ex delicto and quasi ex delicto.
- The General principles of the Roman Law of obligations summarised.
- The Outlines of Roman Procedure.
  - The Legis Actiones.
  - The Formular Procedure Jus and Judicium, the constituent parts of the Formula.
  - The Procedure extra ordinem.
  - The Principal Classification of Actiones in Roman Law illustrated by examples.

The ASSISTANT READER'S first Lecture will be held on Monday, 13th January, at 12 o'clock, and will be continued at the same hour on subsequent Mondays.

The ASSISTANT READER'S first Class will be held on Tuesday, 14th January, at 3 o'clock, and the Classes will be continued at the same hour on subsequent Wednesdays and Tuesdays.

**CONSTITUTIONAL LAW (ENGLISH AND COLONIAL) AND LEGAL HISTORY.**

*Reader . . . . . A. T. CARTER, Esq.*

During Hilary Term the READER proposes to deliver Lectures on the following subjects:—

Early Law and Custom—The King and his relation to Custom—The Custom of the King's Court—The Law of the Land and the Law of the Sea—The Law of the Land and the Exempts—The Law of Nature—The Common Law and the doctrines of Equity—The Residuary Royal Power—The King and local jurisdiction—The development of the English Judicial System.

The first Lecture will be delivered on Monday, 13th January, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays, Fridays and Mondays.

In the Classes the READER will treat of some points in the History of the Law of (a) Real Property; (b) Contract; (c) Wills.

The first Class will be held on Friday, 17th January, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Fridays.

The READER will be glad to see any gentleman who desires to consult him informally as to his reading at the end of the first Lecture or the first Class.

**EVIDENCE, PROCEDURE (CIVIL AND CRIMINAL), AND CRIMINAL LAW.**

*Reader . . . . . W. BLAKE ODGERS, Esq., K.C.*

During Hilary Term the READER proposes to deliver Lectures and hold Classes as follows:—

EVIDENCE, ORAL AND DOCUMENTARY, with especial reference to the conduct of a case at Nisi Prius. The first Lecture will be delivered on Tuesday, January 14th, at 4 p.m., and the Lectures will be continued at the same hour on subsequent Tuesdays.

CRIMINAL LAW. The first Lecture will be delivered on Wednesday, January 15th, at 5 p.m., and the Lectures will be continued at the same hour on subsequent Wednesdays.

PROCEDURE IN A CIVIL ACTION IN THE KING'S BENCH DIVISION, FROM APPEARANCE TO JUDGMENT. The first Lecture will be delivered on Thursday, January 16th, at 4 p.m., and the Lectures will be continued at the same hour on subsequent Thursdays, with practical illustrations taken from actual summonses, pleadings, interrogatories, etc.

PROCEDURE PRELIMINARY TO AND AT THE TRIAL OF AN ORDINARY INDICTMENT. The first Class will be held on Saturday, January 18th, at 11 a.m., and the Classes will be continued at the same hour on subsequent Saturdays. An opportunity will be given in the Class for any student to ask questions as to any subject discussed in that Class or in the preceding Lectures of the week.

The READER will be glad to see any gentleman who desires to consult him informally as to his reading, at his Chambers, 4, Elm Court, Temple, E.C., on Monday, January 13th, from 5 to 6 p.m.

**THE LAW OF REAL AND PERSONAL PROPERTY AND CONVEYANCING.**

*Reader . . . . . A. UNDERHILL, Esq.*

*Assistant Reader . . . J. ANDREW STRAHAN, Esq.*

During Hilary Term the READER will deliver a weekly Senior Indictment (on Fridays), and hold two Classes each week on Sales and Leases of Land by persons who are not absolute owners.

The first Lecture will be delivered on Friday, 17th January, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Class will be held on Tuesday, 21st January, at 12 o'clock, and the Classes will be continued on subsequent Wednesdays at 10 o'clock, and Tuesdays at 12 o'clock.

He will also, on Thursday, the 16th January, and subsequent Thursdays, deliver a 5 o'clock Lecture, intended primarily, but not exclusively, for gentlemen who cannot attend at any earlier hour, on the subjects set for the Final Examination in Real and Personal Property and Conveyancing. It is contemplated that these Lectures will be continued by the READER throughout the legal year.

The ASSISTANT READER proposes to continue his course of Lectures and Classes on the Elements of the Law of Real Property, dealing during the term with contingent remainders, executing interests and powers.

The ASSISTANT READER'S first Lecture will be delivered on Monday, 13th January, at 11 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The ASSISTANT READER'S first Class will be held on Wednesday, 15th January, at 11 o'clock, and will be continued at the same hour on subsequent Thursdays and Wednesdays.

## COMMON LAW.

*Reader* . . . . . HUGH FRASER, Esq.

*Assistant Reader* . . . A. LEWELYN DAVIES, Esq.

During Hilary Term the READER proposes to continue his Lectures and Classes on the following subjects:—

## SENIOR LECTURES.

THE LAW OF HUSBAND AND WIFE IN RELATION TO CONTRACTS AND TORTS.

COMMERCIAL CONTRACTS, with especial reference to Mercantile Documents in daily use. Forms of such documents will be distributed amongst gentlemen attending the Lectures and explained.

The first Lecture will be delivered on Wednesday, January 15th, at 4 o'clock, and the Lectures will be continued on subsequent Fridays at 10 o'clock, and Wednesdays at 4 o'clock.

The READER will endeavour to make the Lectures as practical as possible, and opportunities of discussing the subjects dealt with will be afforded to gentlemen attending the Lectures.

## JUNIOR LECTURES.

ELEMENTS OF THE LAW OF CONTRACT (*continued*).

Consideration.  
Capacity of Parties.  
Mistake, Misrepresentation, and Fraud.  
Dureas and Undue Influence.

The first Junior Lecture will be delivered on Monday, January 13th, at 10 o'clock, and the Lectures will be continued at 5 o'clock on the same day, and at 10 o'clock and 5 o'clock on subsequent Mondays.

The READER will endeavour to make the Lectures as practical as possible, and opportunities of discussing the subjects dealt with will be afforded to gentlemen attending the Lectures.

The ASSISTANT READER proposes to continue his Classes on the "Elements of the Law of Torts," and to deal with the following subjects:—

Libel and Slander.  
Wrongs to Possession and Property (including Trespass and Conversion).  
Nuisance.  
Negligence.

The Classes will be held on Tuesdays, Thursdays, and Saturdays at 10 a.m., and the first Class will be held on Tuesday, 14th January.

## EQUITY.

*Reader* . . . . . J. A. SOULLY, Esq.

*Assistant Reader* . . . WALTER ASHBURNER, Esq.

During Term the READER proposes to continue and conclude his Lectures and Classes on Law of Partnership, including actions by and against firms.

The first Lecture will be delivered on Monday, 13th January, at 4 o'clock, and the Lectures will be continued on subsequent Wednesdays at 12 o'clock and Mondays at 4 o'clock.

The first Senior Class will be held on Tuesday, 14th January, at 2 o'clock, and the Classes will be continued on subsequent Fridays at 5 o'clock and Tuesdays at 2 o'clock.

The ASSISTANT READER will continue his Classes on the Principles of Equity. He will deal with the following subjects:—

- I. Equities arising from—
  - (a) Fraud, actual and presumed.
  - (b) Undue influence.
  - (c) Abuse of a fiduciary position.
- II. Equity as enforcing legal rights—
  - (a) Injunctions restraining trespass and waste.
  - (b) Injunctions protecting ancient lights.

- (c) Covenants running with the land at law and in equity.
- (d) Injunctions protecting Common Law copyright, trade-names, trade-marks, etc.
- (e) Injunctions to restrain nuisance.
- (f) Protection of contracts by injunction.
- (g) Specific Performance.

The first Junior Class will be held on Tuesday, 14th January, at 11 o'clock, and the subsequent Classes on Thursdays and Fridays at 2 o'clock, and Tuesdays at 11 o'clock.

## ARTICLED CLERKS.

Clerks serving under Articles of Clerkship to Solicitors may attend the Lectures and Classes on payment of half the fees payable by other persons not being Members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder.

Articled Clerks may obtain Vouchers for Tickets by application to the Secretary at the Hall of the Incorporated Law Society, Chancery Lane, W.C.

*Particulars as to Fees payable by gentlemen, not being Members of an Inn of Court, may be obtained upon application to the Clerk of the Council, Lincoln's Inn Hall, W.C.*

MACNAUGHTEN,  
*Chairman of Council of Legal Education.*

ALFRED G. MARTEN,  
*Chairman of Board of Studies.*

COUNCIL CHAMBER, LINCOLN'S INN.

December, 1901.

Before the Lectures for next Term commence, the READER would be glad to see any of the Students who desire advice as to their studies, and to discuss and arrange with them which books they should read, and which Lectures and Classes they should attend. In order to afford an opportunity for this—

Mr. BATE will be in his Chambers, 11, New Square, Lincoln's Inn, on Monday, 13th January, from 11 a.m. to 1 p.m.

Mr. UNDERHILL will be in his Chambers, 5, New Square, Lincoln's Inn, on Monday, 13th January, from 4 to 5 p.m.

Mr. SCULLY and Mr. ASHBURNER will be in the Chambers of the former, 15, Old Square, Lincoln's Inn, on Monday, 13th January, from 3 to 4 p.m.

Mr. FRASER will be in his Chambers, 4, Elm Court, Temple, on Monday, 13th January, from 4 to 5 p.m.

## COUNCIL OF LEGAL EDUCATION.

## REGULATIONS.

*For the admission of persons who are not Members of any Inn of Court to Lectures and Classes given or held under the direction of the Council. (See Note at foot as to arrangement with the Incorporated Law Society.)*

Any gentleman not a Member of an Inn of Court shall, on payment of a sum of Four Guineas, be entitled to attend all the Lectures and Classes during any four consecutive Educational Terms, and on payment of a sum of Six Guineas he shall be entitled to attend the Lectures and Classes during any eight consecutive Educational Terms.

Each Non-Member shall, on payment of a fee of Two Guineas, be entitled to attend all the Lectures and Classes for one Educational Term, or the Lectures and Classes on any one subject for four consecutive Educational Terms.

Each Ticket of Admission to run from the date of the Ticket. Each Ticket to be dated on the first day of the Educational Term in or for which it is issued.

Afternoon or Evening Lectures on Special Subjects, to be from time to time announced by the Council, shall be delivered, and shall be open to all Members of the Inns of Court free, and to gentlemen, Non-Members, on payment of a fee of One Guinea for each Course, and to Articled Clerks on payment of 10s. 6d. for each Course.

The times, places, and subjects for these Lectures on Special Subjects will be fixed by the Council.

Tickets to be obtained at the Office of the Council. Each Non-Member, on applying for his Ticket, to enter his name and address in a book to be kept by the Clerk for that purpose, and his fee to be paid at the Office of the Council of Legal Education.

Tickets issued to any person, not being a Member of an Inn of Court, to attend any of the Lectures and Classes, shall declare that he shall be subject to such Regulations as the Council may from time to time prescribe.

*Articled Clerks.*—Clerks serving under Articles to Solicitors may attend the Lectures and Classes, and Evening Lectures, on payment of half the fees payable by other persons not being Members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder.

MACNAGHTEN,

*Chairman.*

COUNCIL CHAMBER, LINCOLN'S INN.

## COUNCIL OF LEGAL EDUCATION.

### LECTURES AND CLASSES.

#### REGULATIONS FOR TERM EXAMINATIONS.

1. There will be an Examination, at the end of each Educational Term, by the Reader and Assistant Reader in each subject.
2. The Examination in any subject will be open free of charge to all persons who have attended two-thirds of the Lectures and Classes of the Term in that subject. A person may be examined in more than one subject.
3. The Examination in each subject will be conducted *trá voce*, and upon the topics considered during the Term in that subject.
4. Any person intending to be examined in any subject must notify his intention to the Clerk of the Council of Legal Education at their Office, Lincoln's Inn Hall, in writing, not less than three clear days before the time appointed for the Examination in that subject.
5. The Examination in each subject will take place at the end of the last meeting in the Term of the Class in that subject, and in the same place, unless otherwise ordered.
6. The Readers and Assistant Readers will report the results of the Examinations to the Board of Studies for the Council of Legal Education.
7. Every person who, in the opinion of the Council of Legal Education, has passed a satisfactory examination in any subject at the end of any Term, will be so informed by a letter addressed to him by the Clerk of the Council.

MACNAGHTEN,

*Chairman.*

COUNCIL CHAMBER, LINCOLN'S INN.

## COUNCIL OF LEGAL EDUCATION.

### EASTER EXAMINATION, 1902.

*The attention of Students is requested to the following Rules:—*

No Student will receive a Certificate of Fitness for Call to the Bar unless he passes a satisfactory Examination in the following subjects:—

- I. Roman Law.
- II. Constitutional Law (English and Colonial), and Legal History.
- III. Evidence, Procedure, Civil and Criminal, and Criminal Law.
- IV. Such of the other Heads of English Law and Equity mentioned in Rule 28 (4) of the Consolidated Regulations\* as may be prescribed by the Council.

Students have the option of passing the Examination in all or any of the Subjects I., II., and III. separately from Subject IV., which is reserved for the Final Examination. A Student exercising this option will be required to pass in the subject or subjects taken up separately before presenting himself for the Final Examination.

A Student may present himself for Examination in all or any of the Subjects I., II., and III. at any time after admission. Without the special leave of the Council no Student shall present himself at the Final Examination unless he has kept Six Terms.

If in the Final Examination a Student takes up Subjects I., II., and III., or any of them, and fails in such subjects, or any of them, he will not be allowed any credit for answers in Subject IV.; but though he fails in Subject IV., he may be allowed a pass in the other subjects, or any of them.

A Student who presents himself for any Examination and whose papers show that he had no reasonable expectation of passing will not be admitted for Examination again until the expiration of such time as the Council may direct.

In all Examinations successful Students will be classified according to merit. In each class the names will be arranged alphabetically.

A Student who obtains a First Class at the Final Examination in Subject IV., and who, either before or at such Examination, passes in Subjects I., II., and III., will receive a Certificate of Honour.

No Student will be eligible for a Prize who is over twenty-five years of age on the first day of the Examination. This limit of age does not apply in the case of Honours.

At every call to the Bar those Students who have obtained Studentships will take rank in seniority over all other Students called on the same day, and those Students who have obtained Certificates of Honour will take rank immediately after the holder of a Studentship called on the same day.

The Inn of Court, to which the holder of any Studentship or of any Certificate of Honour belongs, may, if desired, dispense with any Terms not exceeding two that may remain to be kept by such Student previously to his being called to the Bar.

A Student who has passed the Examination in any subject will not be allowed to present himself again for Examination in that subject.

\* NOTE.—Rule 28 (4) is as follows:—

4. English Law and Equity, viz.:

(a) Law of Persons, including—

- Marriage and Divorce.
- Infancy.
- Lunacy.
- Corporations.

(b) Law of Real and Personal Property and Conveyancing, including—

- Trusts; Mortgages.
- Administration of Assets on Death; on Dissolution of Partnerships; on Winding-up of Companies, and in Bankruptcy.
- Practical instruction in the preparation of Deeds, Wills, and Contracts.

(c) Law of Obligations.

- Contracts.
- Torts.
- Allied subjects (Implied or quasi contracts), estoppel, &c.
- Commercial Law, with especial reference to Mercantile Documents in daily use, which should be shown and explained.



## COUNCIL OF LEGAL EDUCATION.

## HILARY EDUCATIONAL TERM, 1902.

LECTURES and CLASSES to be held in the Hall and Class Rooms in GRAY'S INN, to commence on Monday, the 13th January, and be continued according to the subjoined Time Table until 1st March.

	MONDAY.			TUESDAY.			WEDNESDAY.		
	HALL.	CLASS ROOM. A.	CLASS ROOM. B.	HALL.	CLASS ROOM. A.	CLASS ROOM. B.	HALL.	CLASS ROOM. A.	CLASS ROOM. B.
10—11			(Law of Contract.) Mr. HUGH FRASER. Junior Lecture. First Lecture, 13th Jan.		Mr. LLEWELYN DAVIES. Class. First Class, 14th Jan.			(Sales & Leases of Land.) Mr. UNDERHILL. Class.	
11—12		Mr. STRAHAN. Lecture. First Lecture, 13th Jan.				Mr. ASHBURNER. Class. First Class, 14th Jan.			Mr. STRAHAN. Class. First Class, 15th Jan.
12—1			Mr. LEONARD. Lecture. First Lecture, 13th Jan.		(Sales & Leases of Land.) Mr. UNDERHILL. Class. First Class, 21st Jan.			Mr. SCULLY. Lecture.	
2—3		(Roman Law & Jurisprudence.) Mr. BATE. Lecture. First Lecture 13th Jan.				Mr. SCULLY. Class. First Class, 14th Jan.		(Roman Law & Jurisprudence.) Mr. BATE. Lecture.	
3—4			Mr. CARTER. Lecture. First Lecture, 13th Jan.		Mr. LEONARD. Class. First Class, 14th Jan.				Mr. LEONARD. Class.
4—5		Mr. SCULLY. Lecture. First Lecture, 13th Jan.		(Evidence.) Mr. BLAKE ODGERS. Lecture. First Lecture, 14th Jan.			(Law of Husband & Wife in relation to Contracts & Torts.) Mr. FRASER. Sen. Lecture. First Lecture, 15th Jan.		
5—6			(Law of Contract.) Mr. HUGH FRASER. Junior Lecture.			(Private International Law.) Mr. BATE. Lecture. First Lecture, 14th Jan.			(Criminal Law and the History of Criminal Law.) Mr. BLAKE ODGERS. Lecture. First Lecture, 15th Jan.

The CLASS ROOMS are in Field Court.

COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM, 1902.

LECTURES and CLASSES to be held in the Hall and Class Rooms in GRAY'S INN, to commence on Monday, the 13th January, and be continued according to the subjoined Time Table until 1st March.

THURSDAY.			FRIDAY.			SATURDAY.			
HALL.	CLASS ROOM. A.	CLASS ROOM. B.	HALL.	CLASS ROOM. A.	CLASS ROOM. B.	HALL.	CLASS ROOM. A.	CLASS ROOM. B.	
	Mr. LLEWELYN DAVIES. Class.		(Law of Husband and Wife in relation to Contracts and Torts.) Mr. FRASER. Senior Lecture.				Mr. LLEWELYN DAVIES. Class.		10—11
		Mr. STRAHAN. Class.			Mr. CARTER. Class. First Class, 17th Jan.			(Procedure.) Mr. BLAKE ODGERS. Class. First Class, 18th Jan.	11—12
			(Roman Law and Jurisprudence.) Mr. BATE. Lecture.						12—1
		Mr. ASHBURNER. Class.			Mr. ASHBURNER. Class.				2—3
	Mr. CARTER. Lecture.			Mr. CARTER. Lecture.					3—4
	(Procedure.) Mr. BLAKE ODGERS. Lecture. First Lecture, 16th Jan.				(Sales & Leases of Land.) Mr. UNDERHILL. Lecture. First Lecture, 17th Jan.				4—5
	Mr. UNDERHILL. Lecture. First Lecture, 16th Jan.			Mr. SCULLY. Class.					5—6

The CLASS ROOMS are in Field Court.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

- i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
- ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
- iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law.

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in *March* next, to which any Student of an Inn of Court will be admissible who is desirous of passing the Final Examination, or of passing any one or more of the Examinations in Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

At this Examination the Council may award to the Student who passes the best Examination in Subject II. (Constitutional Law, English and Colonial, and Legal History), a Special Prize of 50*l.*, and a similar Prize to the Student who passes the best Examination in Subject III. (Evidence, Procedure, Civil and Criminal, and Criminal Law). The Council will not award the prize if the result of the Examination be such as in their opinion not to justify the award. Where Candidates appear to be equal, or nearly equal, in merit, the Council may divide the Prize between them equally, or in such proportion as they consider just.

Each Student proposing to submit himself for Examination will be required to enter his name, *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 10th day of March* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in any one or more of the subjects of Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

The Examination will commence on *Tuesday, the 18th day of March* next, and will be continued on the *Wednesday, Thursday, and Friday* following.

It will take place in the *Gray's Inn Hall*; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

- Tuesday Morning, 18th March, at Ten, on Roman Law.*  
*Tuesday Afternoon, 18th March, at Two, on Constitutional Law and Legal History.*  
*Wednesday Morning, 19th March, at Ten, on Evidence, Procedure, and Criminal Law.*  
*Wednesday Afternoon, 19th March, at Two, on the Law of Real and Personal Property and Conveyancing.*  
*Thursday Morning, 20th March, at Ten, on Law and Equity, First Paper.*

*Thursday Afternoon, 20th March, at Two, on Law and Equity, Second Paper.*

*Friday Morning, 21st March, at Ten, General Paper on the Law of Real and Personal Property and Conveyancing, and Law and Equity.*

The Oral Examination, if any, will be conducted in the same order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in ROMAN LAW will examine in the following Subjects:—

- I. Sources.
- II. Slavery—*Patria Potestas*—Husband and Wife—*Tutela*—*Cura*.
- III. *Dominium*—*Possessio*—*Servitutes*—*Emphyteusis*—Mortgage.
- IV. Wills—*Legacies*—*Codicilli*—*Fideicommissa*.
- V. Intestacy and Insolvency (in outline only).
- VI. Contracts.
- VII. Delicts.
- VIII. The Formulary and Extra-ordinary Procedure (in outline only).

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following subjects:—

I. Constitutional Law.

- (1) The Crown and the Executive.
- (2) The Law and Custom of Parliament.

II. Legal History.

The EXAMINERS in EVIDENCE, PROCEDURE (CIVIL and CRIMINAL), and CRIMINAL LAW will examine in the following Subjects:—

- The Elements of the Law of Evidence.  
 Procedure in a Civil Action in the King's Bench Division.  
 Procedure preliminary to and at the Trial of an Ordinary Indictment.  
 The Elements of Criminal Law.  
 The History of the Criminal Law, of Procedure and of the Law of Evidence during the Nineteenth Century.

The EXAMINERS in the LAW OF REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

- Elements of the Law of Real and Personal Property and Conveyancing.  
 Vendors and Purchasers of Land.  
 Leases.  
 The Legislation of the Nineteenth Century with respect to Conveyancing and Settled Land.

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

- Elements of the Law of Contracts and Torts.  
 Gaming and Wagering Contracts.  
 The Law of Husband and Wife in relation to Contracts and Torts.  
 Defamation.

SECOND PAPER.

- Trusts.  
 Principles of Equity.  
 Administration of Assets on Death.  
 Law of Partnership.

N.B.—The papers in any of the above-named Examinations may contain questions in Jurisprudence and Private International Law arising out of the subject-matter of such Examination.

The above Subjects, except as to the General Paper, will be examined upon so far only as treated in the Lectures and Classes since Hilary Term, 1900.

The Awards upon the Easter Pass Examination will be announced in the Office of the Council, Lincoln's Inn Hall, on Tuesday, 8th April, at 5.30 p.m., and will be published in the *Times* on Wednesday, 9th April.

**Notiz.**—The Trinity Examination will be held in Lincoln's Inn Hall, 12th, 13th, 14th, and 15th May.

Last day for entry of names, Monday, 5th May.

MACNAGHTEN,  
*Chairman of Council of Legal Education.*

ALFRED G. MARTEN,  
*Chairman of Board of Studies.*

COUNCIL CHAMBER, LINCOLN'S INN HALL,  
December, 1901.

COUNCIL OF LEGAL EDUCATION.

TRINITY EXAMINATION, 1902.

The attention of Students is requested to the following Rules:—

No Student will receive a Certificate of Fitness for Call to the Bar unless he passes a satisfactory Examination in the following subjects:—

- I. Roman Law.
- II. Constitutional Law (English and Colonial) and Legal History.
- III. Evidence, Procedure, Civil and Criminal, and Criminal Law.
- IV. Such of the other Heads of English Law and Equity mentioned in Rule 28 (4) of the Consolidated Regulations\* as may be prescribed by the Council.

Students have the option of passing the Examination in all or any of the Subjects I., II., and III. separately from Subject IV., which is reserved for the Final Examination. A Student exercising this option will be required to pass in the subject or subjects taken up separately before presenting himself for the Final Examination.

A Student may present himself for Examination in all or any of the Subjects I., II., and III. at any time after admission. Without the special leave of the Council no Student shall present himself at the Final Examination unless he has kept Six Terms.

If in the Final Examination a Student takes up Subjects I., II., and III., or any of them, and fails in such subjects, or any of them, he will not be allowed any credit for answers in Subject IV.; but though he fails in Subject IV., he may be allowed a pass in the other subjects, or any of them.

A Student who presents himself for any Examination and whose papers show that he had no reasonable expectation of passing will not be admitted for Examination again until the expiration of such time as the Council may direct.

In all Examinations successful Students will be classified according to merit. In each class the names will be arranged alphabetically.

\* **Notiz.**—Rule 28 (4) is as follows:—

4. English Law and Equity, viz.:

- (a) Law of Persons, including—
  - { Marriage and Divorce.
  - { Infancy.
  - { Lunacy.
  - { Corporations.
- (b) Law of Real and Personal Property and Conveyancing, including—
  - { Trusts; Mortgages.
  - { Administration of Assets on Death; on Dissolution of Partnerships; on Winding-up of Companies, and in Bankruptcy.
  - { Practical instruction in the preparation of Deeds, Wills, and Contracts.
- (c) Law of Obligations.
  - { Contracts.
  - { Torts.
  - { Allied subjects (implied or quasi contracts), estoppel, &c.
  - { Commercial Law, with especial reference to Mercantile Documents in daily use, which should be shown and explained.

A Student who obtains a First Class at the Final Examination in Subject IV., and who, either before or at such Examination, passes in Subjects I., II., and III., will receive a Certificate of Honour.

No Student will be eligible for a Prize who is over twenty-five years of age on the first day of the Examination. The limit of age does not apply in the case of Honours.

A Student who has passed the Examination in any subject will not be allowed to present himself again for Examination in that subject.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

- i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
- ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
- iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law;

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in May next, to which any Student of an Inn of Court will be admissible who is desirous of passing the Final Examination, or of passing any one or more of the Examinations in Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

At this Examination the Council may award a Studentship of One Hundred Guineas per annum, tenable for three years, to the Student who passes the best Examination in Subject IV., and obtains a Certificate of Honour. The Council will not award a Studentship if the result of the Examination be such as, in their opinion, not to justify the award. Where Candidates appear to be equal, or nearly equal, in merit, the Council may divide the Studentship between them equally, or in such proportion as they consider just.

At every call to the Bar those Students who have obtained Studentships will take rank in seniority over all other Students called on the same day, and those Students who have obtained Certificates of Honour will take rank immediately after the holder of a Studentship called on the same day.

The Inn of Court to which the holder of any Studentship or of any Certificate of Honour belongs may, if desired, dispense with any Terms, not exceeding two, that may remain to be kept by such Student previously to his being called to the Bar.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 5th day of May* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in any one or more of the subjects of Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

The Examination will commence on *Monday the 12th day of May* next, and will be continued on the *Tuesday, Wednesday and Thursday* following.

It will take place in *Lincoln's Inn Hall*; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

*Monday Morning, 12th May, at Ten, on Roman Law.*

*Monday Afternoon, 12th May, at Two, on Constitutional Law and Legal History.*

*Tuesday Morning, 13th May, at Ten, on Evidence, Procedure, and Criminal Law.*

*Tuesday Afternoon, 13th May, at Two, on the Law of Real and Personal Property and Conveyancing.*

*Wednesday Morning, 14th May, at Ten, on Law and Equity, First Paper.*

*Wednesday Afternoon, 14th May, at Two, on Law and Equity, Second Paper.*

*Thursday Morning, 15th May, at Ten, General Paper on the Law of Real and Personal Property and Conveyancing, and Law and Equity.*

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 Procedure in a Civil Action in the King's Bench Division.  
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 Vendors and Purchasers of Land.  
 Leases.  
 The Legislation of the Nineteenth Century with respect to Conveyancing and Settled Land.

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 The Law of Husband and Wife in relation to Contracts and Torts.  
 Defamation.

#### SECOND PAPER.

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 Principles of Equity.  
 Administration of Assets on Death.  
 Law of Partnership.

N.B.—The papers in any of the above-named Examinations may contain questions in Jurisprudence and Private International Law arising out of the subject-matter of such Examination.

*The above Subjects, except as to the General Paper, will be examined upon so far only as treated in the Lectures and Classes since Easter Term, 1900.*

The Awards upon the Trinity Pass Examination will be announced at the Office of the Council, Lincoln's Inn Hall, on Tuesday, 27th May, at 5.30 p.m., and will be published in the *Times* on Wednesday, 28th May.

NOTE.—The Michaelmas Examination will be held in the Gray's Inn Hall, 14th, 15th, 16th, and 17th October.

Last day for entry of names, Monday, 6th October.

MACNAGHTEN,

*Chairman of Council of Legal Education.*

ALFRED G. MARTEN,

*Chairman of Board of Studies.*

COUNCIL CHAMBER, LINCOLN'S INN HALL,  
 December, 1901.

#### APPOINTMENT.

January 3. The King has been pleased to give directions for the appointment of Anthony Michael Coll, Esq., M.A., B.C.L. (Attorney General), to be one of His Majesty's Counsel for the City and Garrison of Gibraltar.

#### PROFESSIONAL PARTNERSHIPS DISSOLVED.

John Albert Farnfield and Herbert Henry Farnfield (J. A. & H. E. Farnfield), Solicitors, 20 Lower Thames Street, by mutual consent as from December 31, 1901, the said J. A. Farnfield retiring from practice. The said H. E. Farnfield will continue the said business under the said style of J. A. & H. E. Farnfield.

Albert Gibson, Arthur William Weldon, and Edward Power Bilbrough (Gibson, Weldon & Bilbrough), Solicitors, Lonsdale Chambers, 27 Chancery Lane, by mutual consent as from December 31, 1901. The said A. Gibson and A. W. Weldon will carry on business as Solicitors at Lonsdale Chambers aforesaid, under the style of Gibson & Weldon. E. P. Bilbrough, in conjunction with W. L. Plaskitt, M.A., LL.B. Cantab. and Francis J. Plaskitt, B.A. Oxon., will carry on business at 8 Old Jewry, E.C. and 19 Lincoln's Inn Fields, W.C., under the style of Bilbrough & Plaskitt.

Charles Robert Hancock and John Nichols (Bavan, Hancock & Nichols), Solicitors, Bristol, by mutual consent, December 31, 1901.

Montague Kingsford, William Norman Wightwick and Cecil Edward Kingsford (Kingsford, Wightwick & Kingsford), Solicitors, Canterbury, by mutual consent so far as concerns M. Kingsford, December 31, 1901. The said W. N. Wightwick & C. E. Kingsford will continue the practice upon their own account.

George Watson Neish, Bulmer Howell, and John Embleton Macfarlane (Neish, Howell & Macfarlane), Solicitors, 66 Watling Street, E.C., by mutual consent so far as regards J. E. Macfarlane, who retires from practice, December 31, 1901.

John Edward Prestage, Ernest J. Soares, Charles Frederick Whitfield, and Edgar Prestage (Allen, Prestage, Soares & Whitfield), Solicitors, Manchester, by mutual consent as from December 31, 1901, so far as regards E. J. Soares, who retires from the firm. The said J. E. Prestage, C. F. Whitfield and E. Prestage, will continue the practice under the style of Allen, Prestage & Whitfield.

CIRCUITS OF THE JUDGES.

The following Judge will remain in Town:—THE LORD CHIEF JUSTICE OF ENGLAND, during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

Winter Assizes, 1902.	NORTHERN.	S. EASTERN.	N. EASTERN.	MIDLAND.	OXFORD.	S. WALES AND CHESTER.	N. WALES, CHESTER AND GLAMORGAN.	WESTERN.	Winter Assizes, 1902.
Commission Days.	Wills J. Bucknill J.	Grantham J. Wright J.	Lawrance J. Ridley J.	Bruce J. Bigham J.	Phillimore J. Jelf J.	Kennedy J.	Walton J.	Darling J. Channell J.	Commission Days.
Sat., Jan. 11	.. ..	Huntingdon	.. ..	.. ..	.. ..	.. ..	Welshpool	.. ..	Sat., Jan. 11
Monday 13	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Deverizes	.. ..	Monday 13
Tuesday 14	.. ..	.. ..	.. ..	.. ..	.. ..	Haverfwest	Dolgelly	.. ..	Tuesday 14
Wednesday 15	.. ..	Cambridge	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Wednesday 15
Thursday 16	Appleby	.. ..	.. ..	.. ..	.. ..	.. ..	Carnarvon	.. ..	Thursday 16
Friday 17	.. ..	.. ..	.. ..	.. ..	.. ..	Lampeter	.. ..	Dorchester	Friday 17
Saturday 18	Carlisle	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Saturday 18
Monday 20	.. ..	Ipswich	.. ..	.. ..	.. ..	Carmarthen	.. ..	.. ..	Monday 20
Tuesday 21	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Beaumaris	.. ..	Tuesday 21
Wednesday 22	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Taunton	Wednesday 22
Thursday 23	Larcaster	.. ..	.. ..	.. ..	.. ..	.. ..	Ruthin	.. ..	Thursday 23
Friday 24	.. ..	.. ..	.. ..	.. ..	.. ..	Brecon	.. ..	.. ..	Friday 24
Saturday 25	.. ..	Norwich	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Saturday 25
Monday 27	Manchester 2	.. ..	.. ..	.. ..	.. ..	.. ..	Mold	.. ..	Monday 27
Tuesday 28	.. ..	.. ..	.. ..	Aylesbury	Reading	Presteign	.. ..	Bodmin	Tuesday 28
Friday 31	.. ..	.. ..	.. ..	Bedford	Oxford	.. ..	.. ..	.. ..	Friday 31
Mon., Feb. 3	.. ..	Chelmsford	.. ..	.. ..	.. ..	.. ..	.. ..	Exeter 2	Mon., Feb. 3
Tuesday 4	.. ..	.. ..	.. ..	Northampton	Worcester	.. ..	.. ..	.. ..	Tuesday 4
Saturday 8	.. ..	Hertford	.. ..	Leicester	.. ..	.. ..	.. ..	.. ..	Saturday 8
Monday 10	.. ..	.. ..	.. ..	.. ..	Gloucester	.. ..	.. ..	Winchester 2	Monday 10
Wednesday 12	Liverpool 2	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Wednesday 12
Thursday 13	.. ..	Lewes	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Thursday 13
Friday 14	.. ..	.. ..	.. ..	Oakham	.. ..	.. ..	.. ..	.. ..	Friday 14
Monday 17	.. ..	.. ..	Newcastle 2	Lincoln	Monmouth	.. ..	.. ..	Bristol 2	Monday 17
Friday 21	.. ..	Maidstone	.. ..	.. ..	Hereford	.. ..	.. ..	.. ..	Friday 21
Monday 24	.. ..	.. ..	Durham 2	Derby	.. ..	.. ..	.. ..	(End)	Monday 24
Tuesday 25	.. ..	.. ..	.. ..	.. ..	Shrewsbury	.. ..	.. ..	.. ..	Tuesday 25
Sat., Mar. 1	(End)	.. ..	.. ..	Nottingham	.. ..	.. ..	.. ..	.. ..	Sat., Mar. 1
Monday 3	.. ..	Guildford	York 2	.. ..	.. ..	.. ..	.. ..	.. ..	Monday 3
Tuesday 4	.. ..	.. ..	.. ..	.. ..	Stafford 2	.. ..	.. ..	.. ..	Tuesday 4
Wednesday 5	.. ..	.. ..	.. ..	Warwick	.. ..	.. ..	.. ..	.. ..	Wednesday 5
Friday 7	.. ..	(End)	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Friday 7
Saturday 8	.. ..	.. ..	Leeds 2	.. ..	.. ..	.. ..	.. ..	Chester 2	Saturday 8
Tuesday 11	.. ..	.. ..	.. ..	Birmingham 2	.. ..	.. ..	.. ..	.. ..	Tuesday 11
Thursday 13	.. ..	.. ..	.. ..	(End)	.. ..	.. ..	.. ..	.. ..	Thursday 13
Saturday 15	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Cardiff 2	Saturday 15
Wednesday 26	.. ..	.. ..	(End)	.. ..	.. ..	.. ..	.. ..	(End)	Wednesday 26

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# BRETT'S COMMENTARIES ON THE PRESENT LAWS OF ENGLAND.

By *THOMAS BRETT*,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

\* \* The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

## OPINIONS OF THE PRESS.

"We are glad to observe in the present edition the marks of careful revision. . . . It is a comprehensive outline of existing English law, contained in a marvellously small compass, well arranged, and so contrived, by the insertion of illustrative cases and extracts, as to be interesting instead of repulsive to the student. On some subjects a list of leading recent cases is added, the effect of them being shortly stated. The account of the Settled Land Acts, at pp. 145-156, may be commended as a very good piece of exposition. The index has been improved, and a word must be said as to the attractive type and convenient size of the volumes."—*Solicitors' Journal*.

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we already have before us a second edition. . . . Mr. Brett is singularly fortunate in being called upon so soon to bring out a new edition, because he has thus been afforded an opportunity of availing himself of the suggestions of his friends, and the criticism of his reviewers, by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active legislature."—*Law Journal*.

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Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

**GEORGE YOUNG ROBSON, Esq.,**  
Barrister-at-Law.

## OPINIONS OF THE PRESS.

"In spite of rivals, *Robson's Law and Practice in Bankruptcy*—an excellent treatise, we always thought—maintains its position in legal literature. It has now entered its seventh edition. The sixth edition was published before the Act of 1887, and consequently that Act and the Act of 1890 have had to be dealt with. The chapter on Bills of Sale is now put at the end of the volume. Beyond this there are no changes. The judicial decisions of recent years are duly noted, and *Robson on Bankruptcy* remains an efficient and up-to-date text-book."—*Law Times*.

"This standard work on bankruptcy has reached another edition, the author wisely considering that, in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes*.

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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KIRKBY.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Jan. 20	Mr. Godfrey	Mr. R. Leach	Mr. King	Mr. Farmer	Mr. Jackson	Mr. Carrington	Mr. W. Leach	Mr. Church
Monday, " 21	" Carrington	" Beal	" Church	" Godfrey	" Pemberton	" Pugh	" Groswell	" King
Tuesday, " 22	" Pugh	" R. Leach	" King	" Farmer	" Jackson	" Carrington	" W. Leach	" Groswell
Wednesday, " 23	" R. Leach	" Beal	" Church	" Godfrey	" Pemberton	" Pugh	" Groswell	" W. Leach
Thursday, " 24	" Beal	" R. Leach	" King	" Farmer	" Jackson	" Carrington	" W. Leach	" Pemberton
Friday, " 25	" Farmer	" Beal	" Church	" Godfrey	" Pemberton	" Pugh	" Groswell	" Jackson

\* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

SUPREME COURT FUNDS RULE 17a.

I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, with the concurrence of the Lord Commissioners of His Majesty's Treasury, do hereby, in pursuance of the powers contained in the Court of Chancery Funds Act, 1872, The Supreme Court of Judicature Act, 1875, The Supreme Court of Judicature (Funds, &c.) Act, 1883, The Supreme Court of Judicature (Procedure) Act, 1894, and every other power enabling me in that behalf, make the following Rule:—

After Rule 17 of the Supreme Court Funds Rules, 1894, the following Rule shall be added:—

17a. Unless the Court shall otherwise direct, or a Certificate is issued from the Commissioners of Inland Revenue that no claim on a fund in Court is made by them in respect of such Income Tax, the Registrar shall transfer the amount of the Income Tax which has been so deducted, to the proper Account of the said Commissioners at the Bank, under the provisions of Rule 52.

This Rule shall come into operation on the eleventh day of January, 1902, and may be cited as the Supreme Court Funds Rule 17a.

The 27th of December, 1901.

(Signed) HALSBURY, C.

COUNCIL OF LEGAL EDUCATION.

HILARY EXAMINATION, 1902.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

Held at the Middle Temple Hall, 17th, 18th, 19th and 20th December, 1901.

FINAL EXAMINATION.

CLASS I.

(Certificates of Honour.)

Campbell, Robert Ronald, Lincoln's Inn.  
Hogg, Douglas McGarel, Lincoln's Inn.

Note.—The Studentship was not awarded. It would have been awarded to Mr. Hogg had he not been disqualified by age.

CLASS II.

Blume, Lionel, Lincoln's Inn.  
Camell, John, Middle Temple.  
Cowdell, Arthur Sellon, Middle Temple.  
Kelsey, Edward Lewisrumbell, Inner Temple.  
Lloyd, John Barelay, Inner Temple.  
Prior, Arthur Venn, Inner Temple.  
Saiyut, Mom Rajawongse, Inner Temple.  
Terrell, Courtney, Gray's Inn.

CLASS III.

Alexander, William Arthur, Inner Temple.  
Armitage, Norman Charles, Inner Temple.  
Bayly, Francis Trevelyan Villiers, Middle Temple.  
Bentwich, Herbert, Inner Temple.  
Bickmore, Harry Christopher, Gray's Inn.  
Bonsey, Harold Robert, Middle Temple.  
Bray, Charles, Middle Temple.  
Chandra, Surendra Nath, Gray's Inn.  
Cliffe, Frederic, Middle Temple.  
Cohen, Elisha Arakie, Lincoln's Inn.  
Conyers, James Reginald, Inner Temple.  
Cox, Montagu Hounsel, Gray's Inn.  
Ford, Maurice Edward, Lincoln's Inn.  
Fox, Charles Vincent, Inner Temple.  
Gaskell, John Clare, Middle Temple.  
Graham, George Walford, Inner Temple.  
Hartog, Gustave, Middle Temple.  
Hasan, Syed Sirajul, Middle Temple.  
Haworth, Harold Wilfred, Inner Temple.  
Heneage, Claude Walker, Inner Temple.  
Hylton-Foster, Harry Braustyn Hylton, Inner Temple.  
Irvine, John Henry, Inner Temple.  
Jäger, George Harold, Inner Temple.  
Khan, Abdul Majid, Lincoln's Inn.  
Le Mesurier, Cecil John Reginald, Lincoln's Inn.  
Maoperson, Walter Charles Gordon, Inner Temple.  
Moran, Clarence Gabriel, Inner Temple.  
Palmer, Thomas George Francis, Middle Temple.  
Payne, Roger, Inner Temple.  
Peirson, Joseph Waldie, Inner Temple.  
Pierre, Alexander Puloherie, Lincoln's Inn.  
Pirkis, Frederick Chandos Lyne, Inner Temple.  
Prichard, Herbert William, Gray's Inn.  
Ramsay-Fairfax-Lucy, Henry William, Middle Temple.  
Raza, Syed Alay Ali, Middle Temple.  
Salih, Syed Mahomed, Lincoln's Inn.  
Sen, Surendra Nath, Gray's Inn.  
Sharma, Lakshmi Narsin, Gray's Inn.  
Sheikh, Monuvver-ood-Deen, Middle Temple.



Shives, John, Middle Temple.  
 Singh, Kanwar Harnam, Lincoln's Inn.  
 Singh, Khazan, Lincoln's Inn.  
 Stanley, Arthur Lyulph, Inner Temple.  
 Stringer, Charles Edward Wolfe, Middle Temple.  
 Struben, Charles Frederick William, Inner Temple.  
 Swinburn, George William Postans, Inner Temple.  
 Thompson, Arthur Henry, Lincoln's Inn.  
 Tippetta, Sydney Atterbury, Inner Temple.  
 Underdown, Harry Charles Baillie, Inner Temple.  
 Unwin, Reginald, Inner Temple.  
 White, Reginald Julius, Inner Temple.  
 Williams, David (No. 2), Middle Temple.  
 Wise, William Clunie, Lincoln's Inn.  
 Wontner, Rupert John Blanchard, Inner Temple.

Examined, 92. Passed, 64.

NOTE.—Four Candidates were ordered not to be admitted for examination again until the Trinity Examination, 1902.

The following Students passed in *Roman Law* :—

CLASS I.

Mitter, Brajendra Lal, Lincoln's Inn.  
 Parry, Thomas Henry, Inner Temple.  
 Pearson, Herbert Grayhurst, Inner Temple.

CLASS II.

Chryssafinis, Nicolas George, Middle Temple.  
 D'Egville, Howard Hervet, Middle Temple.  
 Elliott, Frederick Barnard, Inner Temple.  
 Gwyer, Maurice Linford, Inner Temple.  
 Harnett, Edward St. Clair, Gray's Inn.  
 Keith, Arthur Berriedale, Inner Temple.  
 Khan, Mirza Hussein, Inner Temple.  
 Marks, Harry Cecil, Inner Temple.  
 Marshall, Arthur Harold, Gray's Inn.  
 Maurice, Henry Gascoyen, Lincoln's Inn.  
 Nanco, Robert John, Gray's Inn.  
 Reyntiens, Nicholas Serge, Inner Temple.  
 Russell, Arthur Claude Hamilton, Inner Temple.  
 Russell, Earl, Gray's Inn.  
 Sen, Harendra Nath, Gray's Inn.  
 Solomon, Lawrence, Lincoln's Inn.  
 Sutherland, Donald George, Middle Temple.  
 Trickett, Wilfrid Richard, Middle Temple.  
 Watkin, Richard Hughes, Gray's Inn.  
 Watmough, Frank Cuthbert, Middle Temple.  
 Wood-Smith, Henry Stephen, Lincoln's Inn.

CLASS III.

Alabaster, Chaloner Grenville, Inner Temple.  
 Alderson, Ralph Edward, Inner Temple.  
 Atkinson, Robert Hugh Montgomery Buddle, Middle Temple.  
 Baerlein, Percy Herbert Arthur, Middle Temple.  
 Bahree, Amin Chand, Lincoln's Inn.  
 Benson, Edward Lionel, Gray's Inn.  
 Berkeley, Henry Segrave, Middle Temple.  
 Black, Charles Crofton, Middle Temple.  
 Booth, Sydney Russell, Lincoln's Inn.  
 Bose, Sudhansu Mohan, Gray's Inn.  
 Brabner, George Norman, Middle Temple.  
 Burgis, Edwin Cooper, Gray's Inn.  
 Burne, Sambrooke Arthur Higgins, Inner Temple.  
 Byles, Cecil Maurice Barnard, Lincoln's Inn.  
 Channell, Arthur Willoughby Trevelyan, Inner Temple.  
 Cheron, André, Lincoln's Inn.  
 Church, John William, Inner Temple.  
 Churchill, Gordon Seton, Inner Temple.  
 Clinch, Frederick Arnold, Middle Temple.  
 Copinger, Harold Bernard, Middle Temple.  
 Crawford, Stanley Charles Russell, Inner Temple.

Croysdale, John Hawkshaw, Inner Temple.  
 Davis, Orlando James Henry, Gray's Inn.  
 Dorman, Bedford Lockwood, Inner Temple.  
 Farwell, Charles Whitbread, Lincoln's Inn.  
 Finn, James William, Middle Temple.  
 Fulton, Eustace Cecil, Middle Temple.  
 Ghose, Hem Chandra, Gray's Inn.  
 Gibbon, Edward Llewellyn Lloyd, Inner Temple.  
 Hastings, Patrick Gardiner, Middle Temple.  
 Haslerigg, Sir Arthur Grey, Bart., Inner Temple.  
 Henderson, Ian Macdonald, Lincoln's Inn.  
 Howell, Conrad Meredyth Hinds, Middle Temple.  
 Jenks, Shirley Hatton, Middle Temple.  
 Jones, George, Gray's Inn.  
 Jones, Harry, Middle Temple.  
 Khan, Mirza Mehdi, Inner Temple.  
 King, James Edward, Inner Temple.  
 Lancaster, Henry, Inner Temple.  
 Lewis, Henry William, Middle Temple.  
 Lewis, Lewis, Middle Temple.  
 Lloyd, John Conway, Inner Temple.  
 Marshall, George McLean, Inner Temple.  
 Marshall, Richard Lucas, Middle Temple.  
 Martindell, Ernest Walter, Lincoln's Inn.  
 Matthey, Arthur Graham, Middle Temple.  
 Muttylall, Benoor Gopan, Lincoln's Inn.  
 Nightingale, Percy Athelstan, Middle Temple.  
 Osborne, Ernest Ronald, Gray's Inn.  
 Page, Richard, Middle Temple.  
 Roundell, Christopher Foulis, Inner Temple.  
 Sharma, Lakshmi Chand, Gray's Inn.  
 Sheriff, Syed Mohammed, Middle Temple.  
 Stephens, Thomas Smithson, Lincoln's Inn.  
 Sutherland-Graeme, Patrick Neale, Lincoln's Inn.  
 Watt, Ernest Loraine, Inner Temple.  
 Weld, Matthew Richard, Inner Temple.  
 Whitfield, Allan Bertrand, Middle Temple.  
 Zal, Tehmuras Dadaboy, Middle Temple.

Examined, 118. Passed, 83.

The following Students passed in *Constitutional Law & Legal History* :—

CLASS I.

No Award.

CLASS II.

Aronson, Victor Rees, Inner Temple.  
 Baker, Harold Trevor, Inner Temple.  
 Belloc, Hilaire Joseph Peter René, Gray's Inn.  
 Bevan-Petman, Bertram Amor, Inner Temple.  
 Bose, Sudhansu Mohan, Gray's Inn.  
 Chaudhuri, Amiya Nath, Lincoln's Inn.  
 Cohen, George Hubert, Inner Temple.  
 Daatur, Kaikohad Bhicaji, Gray's Inn.  
 Goldberg, Herbert William, Inner Temple.  
 Matthey, Arthur Graham, Middle Temple.  
 Megarry, Robert Lindsay, Inner Temple.  
 Oakes, William John, Gray's Inn.  
 Palmer, Herbert Richmond, Middle Temple.  
 Reiss, Godfrey Emil, Inner Temple.  
 Roberts, Harold, Inner Temple.  
 Vaughan, Percy Cecil, Lincoln's Inn.

CLASS III.

Ahsan-ul-Haq, Lincoln's Inn.  
 Ali, Murtaza, Lincoln's Inn.  
 Andrew, Edwyn Silverlock, Lincoln's Inn.  
 Baker, Gerald Percival, Inner Temple.  
 Beachcroft, Phillip Maurice, Inner Temple.  
 Bentwich, Herbert, Inner Temple.  
 Blake, Henry Harvey, Lincoln's Inn.

Bonham-Carter, Francis Hugh, Inner Temple.  
 Burne, Sambrooke Arthur Higgins, Inner Temple.  
 Carr, Cecil Thomas, Inner Temple.  
 Day, Francis Henry Coryton, Inner Temple.  
 Dibb, Christopher Ernest, Lincoln's Inn.  
 Dudley-Ward, William, Inner Temple.  
 Falkner, George William, Lincoln's Inn.  
 Fulton, Eustace Cecil, Middle Temple.  
 Gadgil, Govind Kashinath, Lincoln's Inn.  
 Gellé, Pierre François Alfred, Middle Temple.  
 Ghose, Hem Chandra, Gray's Inn.  
 Gimblett, William Henry, Middle Temple.  
 Gomez, Frederick Isidora, Middle Temple.  
 Hartley, Cecil Stewart, Lincoln's Inn.  
 Hartley, David Harvey Johann, Middle Temple.  
 Hepworth, George Musgrave, Inner Temple.  
 Hewlett, John Hardy, Lincoln's Inn.  
 Holt, Philip Durning, Inner Temple.  
 Horton, Albert, Middle Temple.  
 Kershaw, Philip Southwell, Inner Temple.  
 Molteno, Clifford William Blenkins, Inner Temple.  
 Nanco, Robert John, Gray's Inn.  
 Neville-Bagot, William Hugh, Inner Temple.  
 Nicholls, Harold Alfred Alford, Lincoln's Inn.  
 Osborne, Ernest Ronald, Gray's Inn.  
 Patker, Shamrao Sakharam, Middle Temple.  
 Pearson, Herbert Grayhurst, Inner Temple.  
 Pile, Thomas Arthur John, Middle Temple.  
 Ridges, Edward Wavell, Lincoln's Inn.  
 Russell, Arthur Claude Hamilton, Inner Temple.  
 Simpson, Richard Jefferson, Middle Temple.  
 Singh, Kanwar Maharaj, Middle Temple.  
 Stuart, William Murray, Inner Temple.  
 Sutherland-Græme, Patrick Neale, Lincoln's Inn.  
 Thursfield, Edward Philip, Inner Temple.  
 Tupper, Geoffrey William Henry, Lincoln's Inn.  
 Williams, Ralph Augustin, Inner Temple.

Examined, 95. Passed, 60.

One Candidate was ordered not to be admitted for examination again until the Trinity Examination, 1902.

The following Students passed a satisfactory Examination in *Evidence, Procedure (Civil and Criminal), and Criminal Law* :

CLASS I.

Hartley, Cecil Stewart, Lincoln's Inn.  
 Hewart, Gordon, Inner Temple.  
 Lloyd, John Barclay, Inner Temple.

CLASS II.

Bentwich, Herbert, Inner Temple.  
 Bilimoria, Jehangir Cowaji, Lincoln's Inn.  
 Bretherton, Cyril Herbert Emanuel, Gray's Inn.  
 Bruce, Frederic Donnison, Inner Temple.  
 Cameron, William Scott, Middle Temple.  
 Cohen, George Hubert, Inner Temple.  
 Graham, George Walford, Inner Temple.  
 Hasan, Syed Abid, Middle Temple.  
 Holmes, Aubrey, Lincoln's Inn.  
 Horns, Frank Mansfield, Gray's Inn.  
 Langworthy, Geoffrey Parker, Lincoln's Inn.  
 Le Conte, Jules Louis, Middle Temple.  
 Mitter, Brajendra Lal, Lincoln's Inn.  
 More, Jasper Frederick, Lincoln's Inn.  
 Norvill, Frederic Harvey, Inner Temple.  
 Pickering, George Hunter, Inner Temple.  
 Reiss, Godfrey Emil, Inner Temple.  
 Seton, Christopher Elphinstone, Lincoln's Inn.  
 Todd, Ernest, Inner Temple.  
 Walker, John Ewart, Inner Temple.

Wason, Rigby, Middle Temple.  
 Young, Edward Hilton, Lincoln's Inn.

CLASS III.

Aziz, Abdul, Inner Temple.  
 Baillie, George Edwin, Lincoln's Inn.  
 Baker, Gerald Percival, Inner Temple.  
 Beachcroft, Philip Maurice, Inner Temple.  
 Boyle, Edward Gurney, Inner Temple.  
 Church, John William, Inner Temple.  
 Cock, John Lucius Astley, Inner Temple.  
 Cree, Donald Charles Ludlow, Lincoln's Inn.  
 Das, Harnam, Lincoln's Inn.  
 Deen, Mohamed Jalalud, Inner Temple.  
 Erle, Christopher, Inner Temple.  
 Fotheringham, Alexander, Middle Temple.  
 Freeman, Horace, Lincoln's Inn.  
 Gadgil, Govind Kashinath, Lincoln's Inn.  
 Geddes, James Richard Congreve Hildebrand, Inner Temple.  
 Ghose, Hem Chandra, Gray's Inn.  
 Gower, Ivon Llewellyn Owen, Lincoln's Inn.  
 Hakim, Abdul, Gray's Inn.  
 Hawley, Henry Cusack Wingfield, Inner Temple.  
 Henderson, Arthur Henry, Middle Temple.  
 Hooper, Lewis John Eric, Inner Temple.  
 Hughes, Robert Percy, Middle Temple.  
 Hyde, Edwin, Middle Temple.  
 Khairaz, Gullamhusein Rahimtula, Lincoln's Inn.  
 Khan, Ehtesham Ali, Middle Temple.  
 Kirlew, Thomas Oliver, Lincoln's Inn.  
 Lewis, John Percy, Middle Temple.  
 Lobo, Paschal Constantine, Gray's Inn.  
 Metzler, Ernest, Middle Temple.  
 Moss, Frederick Wood Collins, Inner Temple.  
 Navalkar, Moresch Warvinayak, Inner Temple.  
 Page, Richard, Middle Temple.  
 Rittner, George Hermann, Inner Temple.  
 Roberts, Harold, Inner Temple.  
 Rogerson, William Drought, Inner Temple.  
 Rorich, Charles William, Middle Temple.  
 Sconce, Herbert William, Inner Temple.  
 Sharma, Lakshi Narain, Gray's Inn.  
 Sheriff, Syed Mohammed, Middle Temple.  
 Singh, Autar, Lincoln's Inn.  
 Stuart, William Murray, Inner Temple.  
 Thomas, Arthur Augustus, Inner Temple.  
 Tindal-Atkinson, Edward Hale, Middle Temple.  
 Webster, Thomas Scott Cliff, Lincoln's Inn.  
 Williams, William Harry, Lincoln's Inn.

Examined, 95. Passed, 70.

NOTE.—Two Candidates were ordered not to be admitted for Examination again until the Trinity Examination, 1902.

By Order of the Council,

(Signed) ALFRED G. MARTEN,  
*Chairman pro tem.*

COUNCIL CHAMBER, LINCOLN'S INN,  
 11th January, 1902.

APPOINTMENTS.

January 8. The King has been pleased to give directions for the appointment of John Page Middleton, Esq. (Puisne Judge of the Supreme Court of Cyprus), to be a Puisne Justice of the Supreme Court of the Island of Ceylon.

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DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEENEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Jan. 27	Mr. Jackson	Mr. Farmer	Mr. Greswell	Mr. Church	Mr. Pugh	Mr. Beal	Mr. Pemberton	Mr. Carrington
Tuesday „ 28	„ Pemberton	„ Godfrey	„ W. Leach	„ King	„ Carrington	„ R. Leach	„ Jackson	„ Pugh
Wednesday „ 29	„ King	„ Farmer	„ Greswell	„ Church	„ Pugh	„ Beal	„ Pemberton	„ R. Leach
Thursday „ 30	„ Church	„ Godfrey	„ W. Leach	„ King	„ Carrington	„ R. Leach	„ Jackson	„ Beal
Friday „ 31	„ W. Leach	„ Farmer	„ Greswell	„ Church	„ Pugh	„ Beal	„ Pemberton	„ Godfrey
Saturday, Feb. 1	„ Greswell	„ Godfrey	„ W. Leach	„ King	„ Carrington	„ R. Leach	„ Jackson	„ Farmer

\* \* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

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BY

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"Twenty-six years have elapsed since the appearance of Darby and Bosanquet's Treatise on the Statutes of Limitations. During this period that work has held the field, no other very satisfactory dissertation on the subject of it having been produced. The result of this delay in the preparation of a second edition has been to compel the practitioner to consult special handbooks in all cases in which the law since 1867 has been altered by statute or by decision. And in the interval since that date at least two important Acts of Parliament—the Real Property Limitation Act of 1874, and the Trustee Act, 1888—and a mass of Judicial opinion, have combined to alter, modify, or settle many points relating to the limitation of actions. In the meantime, Mr. Darby has died, and Mr. Marchant has become the colleague of Mr. Bosanquet. The legal profession is to be congratulated upon the possession of a work which, after a careful examination of its statements and comments upon difficult questions, appears to us to supply a long-felt want—the want of a reliable guide to a very intricate and far-reaching branch of English jurisprudence. The plan of the new edition follows substantially that of its predecessor, but we are not surprised that, having regard to the causes already mentioned, it has become necessary, as the authors state, to re-write the entire book."—*Law Quarterly Review*.

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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KERWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JORGE.	MR. JUSTICE SWINFEN EADY.
Monday, Feb. 3	Mr. Farmer	Mr. Church	Mr. Jackson	Mr. W. Leach	Mr. R. Leach	Mr. Godfrey	Mr. Carrington	Mr. Greswell
Tuesday " 4	" Godfrey	" King	" Pemberton	" Greswell	" Beal	" Farmer	" Pugh	" W. Leach
Wednesday " 5	" Beal	" Church	" Jackson	" W. Leach	" R. Leach	" Godfrey	" Carrington	" Pemberton
Thursday " 6	" Church	" King	" Pemberton	" Greswell	" Beal	" Farmer	" Pugh	" Jackson
Friday " 7	" King	" Church	" Jackson	" W. Leach	" R. Leach	" Godfrey	" Carrington	" Pugh
Saturday " 8	" R. Leach	" King	" Pemberton	" Greswell	" Beal	" Farmer	" Pugh	" Carrington

\* \* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

INNS OF COURT.

CALLS TO THE BAR.

HILARY TERM, 1902.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

D. McGarel Hogg (certificate of honour, C.L.E. Hilary, 1902), London University; R. B. Campbell (certificate of honour C.L.E. Hilary, 1902), Ch. Ch. Oxford, M.A.; A. M. W. Wells (certificate of honour C.L.E. Michaelmas term, 1901), Clare Coll., Camb., M.A., LL.B.; W. C. Wise, M.D., St. And., D.P.H., Downing Coll., Camb.; D. G. Gilmore, St. Edmund Hall, Oxford; M. E. Ford, Pemb. Coll., Camb., B.A.; Pestonjee Sorabjee Baitlivála, Bombay University, B.A.; Khazan Singh Suri (admitted as Khazan Singh); H. J. Godley, Ball. Coll., Oxford, B.A.; H. Plange; R. Moritz, London Univ., B.Sc.; J. S. C. Bridge, New Coll., Oxford, B.A.; C. J. R. Le Mesurier.

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B.A., Oxford; P. E. W. Thornely, B.A., LL.B., Camb.; R. J. White, B.A., LL.B., Camb.; W. A. Paynter, M.A., Camb.; and Herbert Bentwich, LL.B., London.

MIDDLE TEMPLE.

C. E. W. Stringer, British Vice-Consul at Bangkok; J. Camell, B.A., Camb., prizeman in criminal law, &c.; C. Bray; F. Cliffe; G. Lightfoot, B.A., Pemb. Coll., Camb., first class honours Mechanica, Science Tripos; B. W. Bentinck, B.A., Oxford; J. W. J. W. Roux; G. C. Williams; G. Thomson, Oxford; G. Hartog, B.A., Cape, LL.B., Camb.; J. Shives, M.D., Aberdeen Univ.; A. R. Thomas, B.A., Oxon.; F. B. B. Shand; C. F. Doyle, of the Irish Bar, M.A., Dublin; and A. S. Cowdell.

GRAY'S INN.

H. C. Bickmore, B.A., Oxford; H. W. Prichard, B.A., Keble Coll., Oxford; Surendra Nath Sen, New Coll., Oxford; Lakshmi Narain Sharma; Kazi Sirajuddin Ahmed; Jangamkote Krishna Rau, B.A., Madras Univ., advocate, of Bangalore, India, and first grade pleader of the High Court of Madras; Vanichand Jhaverchand Modi, B.A., LL.B., Bombay Univ.; A. H. Houston, Trin. Coll., Dublin, a member of the Irish Bar; and Ratan Chand.

APPOINTMENT.

Mr. Arthur William Brain, of the firm of Sharp & Brain, of Southampton, has been appointed a Perpetual Commissioner.

PROFESSIONAL PARTNERSHIP DISSOLVED.

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LIST OF BUSINESS  
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

FEBRUARY and MARCH, 1902.

(The Sittings will commence on Wednesday, the 12th February, 1902, at half-past ten a.m.)

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Thanmull and Another . . . v. Sirdar Ali Khan. . . . .	Hyderabad . . . . .	1 Feb. 1901	2 Nov. 1901	Dispute as to the conditions on which Respondent was entitled to return to Appellants certain jewellery he had bought from them.	A. . . I. P. E. Pugh. R. . . White, Borrett & Co.
The Secretary of State for India in Council . . . . v. Krishnamoni Gupta and Others . . . . . (Appeal and Cross-Appeal consolidated).	Bengal . . . . .	7 Jan. 1901	11 Dec. 1901	Claim to <i>chur</i> lands; reformation.	A. . . Solicitor, India Office. R. . . T. L. Wilson & Co. A. . . T. L. Wilson & Co. R. . . Solicitor, India Office.
Bhoy Hong Kong and Another . . . . . v. Ramanathan Chetty and Others . . . . .	Rangoon . . . . .	11 Feb. 1901	30 Dec. 1901	Action by Respondents on a lost promissory note executed by Appellants, who allege payment thereof.	A. . . Sanderson, Adkin, Lee & Eddis. R. . . A. H. Arnould & Son.
Khangendra Nath Mahata and Others . . . . . v. Ran Nath Roy . . . . .	Bengal . . . . .	26 June 1899 (Dismissed for non-prosecution, but restored by Order dated 9 March 1901.)	14 Jan. 1902	Claim by Respondent to have a decree and auction sale set aside as fraudulent.	A. . . W. W. Box. — <i>Ex parte.</i>
Raja Bommadevara Venkata Narasimha Naidu and Another . . . . . v. Raja Bommadevara Bhashyakarl Naidu and Others . . . . .	Madras . . . . .	17 Jan. 1901	17 Jan. 1902	In the matter of the Zemindary of Vallur: alleged impartibility of the whole, or of part, of certain joint family property; limitation.	A. . . R. T. Tasker. R. . . Lawford, Waterhouse & Lawford.
Man Koer . . . . . v. Man Koer and Another . . . Raman Singh and Others . . v. Man Koer and Another . . . (Consolidated Appeals.)	Bengal . . . . .	26 June and 16 July 1900.	22 Jan. 1902	Whether the High Court, over-ruling the District Court, which heard the Appellants' suits on their merits, rightly dismissed the suits on the ground of limitation.	A. . . T. L. Wilson & Co. R. . . Dallimore & Son.
Raja Chelikani Venkayamma, representative of Raja Chelikana Appa Rao, deceased . . . . . v. Raja Chelikani Venkataramanayamma . . . . . (Appeal and Cross-Appeal consolidated.)	Madras . . . . .	9 Jan. and 11 Sept. 1900.	4 Feb. 1902	Whether certain family property was held by two brothers as joint tenants or tenants in common; whether a certain will was revoked, and, if not, what is its true construction; estoppel.	A. . . R. T. Tasker. R. . . Lawford, Waterhouse and Lawford. A. . . Lawford, Waterhouse and Lawford. R. . . R. T. Tasker.

## COLONIAL AND OTHER APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Chan Kit San and Another v. Ho Fung Hang . . . . .	Hong Kong . . . . .	7 Jan. 1901	20 June 1901	Whether it was rightly held that Respondent's claim for an account of certain partnership dealings was not barred by limitation.	A. . . Harston & Bennett. R. . . Trass & Enever.
The Eastern and South African Telegraph Company, Limited . . . . . v. The Cape Town Tramway Companies, Limited . . . . . Karunaratne . . . . . v. Ferdinandus and Others . . . . .	Cape of Good Hope . . . . .	26 Jan. 1901	31 Oct. 1901	Alleged wrongful interference by Respondents with the working of Appellants' cables.	A. . . Bircham & Co. R. . . A-hurst, Morris, Crisp & Co. Chalton Hubbard.
Nelson . . . . . v. Rex . . . . .	Ceylon . . . . .	17 Sept. 1900	6 Nov. 1901	Whether the will of J. A. Ferdinandus was the act of a free and capable testator and, if it was, whether it was valid only as to the movables and not as to the immovables comprised in it.	A. . . Arthur Cayley. R. . . Hores, Pattison & Bathurst.
The Mayor, Councillors and Citizens of the City of Wellington . . . . . v. Johnston and Another . . . . .	Isle of Man . . . . .	13 June 1901	16 Nov. 1901	Alleged unlawful misappropriation by Appellant of moneys, etc., belonging to the Dumbell's Banking Co. <i>Special leave to appeal</i> from the conviction granted by O. in C. 25 March, 1901.	A. . . Light & Galbraith. R. . . Bowerman & Farwood.
The Mayor, Councillors and Citizens of the City of Wellington . . . . . v. Lloyd and Another . . . . . Turnbull and Company . . . . . v. Dava . . . . .	New Zealand . . . . .	6 Aug. 1901	3 Dec. 1901	Whether the Court of Appeal rightly refused to set aside claims filed by the Respondents for compensation for lands compulsorily acquired by the Appellants under the Public Works Act, 1894.	A. . . Budd, Johnson & Jecks. R. . . Bowerman & Farwood.
	New Zealand . . . . .	6 Aug. 1901	3 Dec. 1901		A. . . Flower & Flower. R. . . Tippetts.
	Jamaica . . . . .	27 Feb. 1901	13 Jan. 1902	Whether Respondent executed a certain mortgage with full knowledge of its contents and effect, and under proper advice.	— <i>Ex parte.</i>

## JUDGMENTS.

Cause.	Whence.	Record received	Set down for Hearing.	Subject.	Solicitors.
Rani Parbati Kumari Debi v. Jagadis Chunder Dhabal and Another . . . . . ( <i>Heard 12, 13 and 14 November, 1901. Present: Lords Macnaghten, Robertson and Lindley.</i> )	Bengal . . . . .	28 April, 1899	24 Sept 1901	Whether the succession to the Raja of Jamboni was governed by Mitakshara or Dayabhaga law, and whether in any case the second Respondent, as the Raja's senior widow, was preferential heir as against the Appellant, his other widow.	A. . . T. L. Wilson & Co. R. . . Miller, Smith & Bell.
Chandika Bakhsh . . . . . v. Muna Kuar (representative of Ratan Singh, deceased) and Others . . . . . ( <i>Heard 14 and 15 November, 1901. Present: Lords Macnaghten, Robertson and Lindley.</i> )	Oudh . . . . .	21 Nov. 1899	30 Aug. 1901	Whether the succession to one Munnu Singh, assuming him to have died intestate, is governed by the ordinary Hindu law or by a special tribal custom.	A. . . Watkins and Lewis. R. . . T. L. Wilson & Co.

Case.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Drigbijai Singh . . . . . v. Muna Kuar (representative of Ratan Singh deceased) and Others . . . . . (Heard 15 November, 1901. Present: Lords Macnaghten, Robertson and Lindley.)	Oudh. . . . .	21 Nov. 1899	21 Oct. 1901	Suit by Respondents to recover land. Whether Appellant is entitled to retain possession under tribal custom.	A. . . Barrow, Rogers & Nevill. R. . . T. L. Wilson & Co.
Golfay . . . . . v. The Constables of the Island of Sark . . . . . (Heard 20 November, 1901. Present: Lords Macnaghten, Shand, Davey, Robertson and Lindley.)	Guernsey . . . . .	31 Dec. 1896	8 Oct. 1901	Alleged public right of way over a certain tunnel cut through the Appellant's property.	A. . . G. Bodman. R. . . Nisbet, Daw & Nisbet.
Kalagurta Suryanarayana v. Yarlagadda Naidoo . . . . . (Heard 8, 26, 28 and 29 November, 1901. Present: Lords Macnaghten, and Lindley and Sir Ford North.)	Bengal . . . . .	24 Sept. 1900	18 June 1901	Whether a transfer of goods from an insolvent debtor to appellant was made in fraud of the former's creditors.	A. . . Watkins & Lempriere. R. . . T. L. Wilson & Co.
Mobesh Chunder Dhal v. Satrughan Dhal and Others . . . . . (Heard 29 November and 2 December, 1901. Present: Lords Macnaghten and Lindley and Sir Ford North.)	Bengal . . . . .	27 Aug. 1900	24 Sept. 1901	Whether the custom of lineal primogeniture has been proved to prevail in the family to which the litigant parties belong.	A. . . T. L. Wilson & Co. R. . . Miller, Smith & Bell.
The Hull Electric Company v. The Ottawa Electric Company and The Corporation of the City of Hull . . . . . (Heard 12 and 14 December, 1901. Present: Lords Macnaghten, Davey, Robertson and Lindley and Sir Ford North.)	Quebec . . . . .	27 June 1900	24 Oct. 1901	Whether the Appellant Company were entitled to a monopoly to provide electric lighting for the City of Hull under a by-law of the City and a Provincial Statute, 58 Vict. cap. 69; whether the said Statute is <i>ultra vires</i> ; B. N. A. Act, sec. 91.	A. . . Norton, Rose, Norton & Co. R. . . Harrison & Powell.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

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Tuesday " 11	" W. Leach	" Greswell	" Carrington	" Jackson	" Godfrey	" Church	" R. Leach	" Beal
Wednesday " 12	" Jackson	" W. Leach	" Pugh	" Pemberton	" Farmer	" King	" Beal	" Godfrey
Thursday " 13	" Pemberton	" Greswell	" Carrington	" Jackson	" Godfrey	" Church	" R. Leach	" Farmer
Friday " 14	" Carrington	" W. Leach	" Pugh	" Pemberton	" Farmer	" King	" Beal	" Church
Saturday " 15	" Pugh	" Greswell	" Carrington	" Jackson	" Godfrey	" Church	" R. Leach	" King

\* \* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

**HIGH COURT OF JUSTICE.**  
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**SUPPLEMENTAL LIST OF UNDEFENDED DIVORCE CAUSES AND DEFENDED CAUSES WITHOUT JURIES**

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—  
R.C.B. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>BEFORE THE COURT ITSELF—</b>				
<b>UNDEFENDED DIVORCE.</b>				
<i>The following have been added to the former</i>				
<i>Un defended List.</i>				
96	W.D. Campbell, E. v. Campbell, J. . . . .	F. A. S. Stern.		
97	H.D. Trusler v. Frusler, Cubitt & Mitchell . . . . .	O. A. Elgood.		
<b>SUPPLEMENTAL LIST.</b>				
1	H.D. Cooper v. Cooper & Harris . . . . .	In Person.		
2	W.D. Bishop, A. M. v. Bishop, C. . . . .	Osborn & Osborn. . . . .	Paddison & Co.	
3	H.D. King v. King, Saunder & Nicholas. . . . .	H. Pouter.		
4	W.D. Evans, J. v. Evans, J. P. . . . .	Rooke & Sons.		
5	H.D. Day v. Day & Kirkbank . . . . .	Whitehouse & Ether- ington.		
6	W.D. Bowen-Rowlands, H. v. Bowen-Rowlands, E. B. . . . .	Goldberg & Co.		
7	W.D. Pearcy, H. v. Pearcy, R. J. . . . .	Ray & Flower-Ellis.		
8	W.D. Howett, M. v. Howett, E. . . . .	Page & Scoror.		
9	H.N. Eastham v. Eastham orse. Davies . . . . .	Helder, Roberts & Co.		
10	H.D. Stainthorpe v. Stainthorpe & Birtwistle . . . . .	Walker & Rowe.		
11	W.D. Spicksley, M. A. v. Spicksley, W. . . . .	Wright, Onalow & Co.		
12	{W.R. O.R.} Leuenberger, L. v. Leuenberger, A. F. . . . .	J. D. Langton.		
13	{W.R. O.R.} Powell, B. v. Powell, W. D. . . . .	Munton & Morris . . . . .	Sparks & Co.	
14	W.D. Penny, M. E. v. Penny, F. J. . . . .	G. Weller.		
15	W.D. Lilburn, E., v. Lilburn, W. H. . . . .	Oswald & Co.		
16	W.D. Pethrick, E. E., v. Pethrick, R. . . . .	J. C. Jackson.		
17	H.D. Herd v. Herd & Earl . . . . .	Routh, Stacey & Co.		
18	W.D. Collyer, C. v. Collyer, W. T. . . . .	Huntley & Son . . . . .	D. Forrest.	
19	H.D. Bright, W. F. v. Bright, J. G. . . . .	F. A. S. Stern . . . . .	J. S. King.	
20	W.D. Megson, A. B. v. Megson, C. H. . . . .	W. N. Ellen.		
21	H.D. Knight v. Knight & Ansley . . . . .	S. G. Skelton.		
22	W.D. Pudner, A. D. v. Pudner, G. R. . . . .	R. P. H. Watts.		
23	H.D. Castello v. Castello & Wood . . . . .	G. H. Hall.		
24	W.D. Mullett, A. E. v. Mullett, A. B. . . . .	D. Norman & Co. . . . .	Pumfrey & Co.	
25	W.D. Scott, E. I. v. Scott, J. S. . . . .	Wild & Wild.		
26	H.D. Davison v. Davison & O'Donoghue . . . . .	Booty & Bayliffe. . . . .	Eland & Co.	
27	W.D. Robertson, C. v. Robertson, J. F. . . . .	Reeves & Co.		
28	H.D. Braddock v. Braddock & Harvey . . . . .	F. J. Abbott.		
29	H.D. Wills, A. v. Wills, E. S. A. . . . .	Radford & Frankland.		
30	H.D. Mead v. Mead & Brackley . . . . .	W. F. Noakes.		
31	H.D. Thompson v. Thompson & Brown . . . . .	Satchell & Chapple.		
32	H.D. McEwan v. McEwan & Robson . . . . .	J. E. & H. Scott.		
33	W.J.S. Baird, E. A. v. Baird, R. . . . .	Gribble & Co.		
34	H.D. Parrish v. Parrish & Mansfield . . . . .	Keen, Rogers & Co.		
35	H.D. Allen v. Allen & Lamond . . . . .	W. Read.		
36	H.D. Cunnell v. Cunnell & Crowe . . . . .	Sharpe, Parker & Co.		
37	H.D. Polding v. Polding & Craven . . . . .	Pritchard, Englefield & Co.		
38	H.D. Harper v. Harper & Caldicott . . . . .	Flux & Co.		
39	W.D. Polyblank, B. M. v. Polyblank, S. J. . . . .	A. L. Rayner.		
40	W.D. Tabernacle, M. M. E. v. Tabernacle, G. . . . .	A. W. Bartlett.		
41	H.D. Wiggall v. Wiggall & Porter . . . . .	Norris, Allens & Co.		
42	W.D. Watson, E. E. v. Watson, G. . . . .	A. W. Mills.		
43	{W.R. C.R.} Boyd, I. v. Boyd, T. M. . . . .	T. Eggar . . . . .	A. Newton & Co.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>BEFORE THE COURT ITSELF.—PROBATE AND DEFENDED DIVORCE.</b>				
<i>The following have been added to the former Defended List.</i>				
39	W.J.S. Burnside, J. S. v. Burnside, T. D. M.	Poole & Robinson	E. W. Essell.	
40	{ W.R. } Graham, L. R. v. Graham, S. B.	Boyce & Son	Peacock & Goddard.	
	{ C.R. }			
<b>SUPPLEMENTAL LIST.</b>				
1	W.J.S. Hogben, E. A. v. Hogben, R.	Osborn & Osborn	Sismey & Cook.	
2	P. Richardson, dec.			
	Blades v. Blades	Stevens, Son & Parkes	Rowcliffes & Co.	
3	W.D. Coleman, E. v. Coleman, E. W.	Oswald & Co.	In Person.	
4	P. Greenwood, dec.			
	Bowles v. Melhuish & ors.	F. M. Jeboult	Lawrence, Graham & Co.	
5	P. Homer, dec.			
	Davis & anr. v. Gee & ors.	Platts & Taylor	Vizard & Monro.	
6	H.D. May v. May & Crouchman	Osbaldeston & Co.	Soames & Co.	
7	H.D. Booker v. Booker & Shuttleworth	Bell, Brodrick & Gray	Robbins, Billing & Co.	
8	H.D. Griffiths, W. P. v. Griffiths, C.	Wood & Sons.	W. T. Boydell.	
			A. Toovey	A. Toovey.
9	P. Robison, dec.			
	Rivers & ors. v. Plater & ors.	L. W. Byrne	Parish & Hickson.	
			Pritchard, Englefield & Co.	
10	P. Rose, dec.			
	Rose v. Rose.	A. P. Rodyk	A. Blott.	
11	W.D. Sutton, L. v. Sutton, G. C. (King's Proctor shewing cause).	W. C. Williams.		
12	H.D. Lee v. Lee & Hamley	H. Dobell	Law & Worsam	Law & Worsam.
13	P. Berner, dec.			
	Tarsey & anr. v. Hales	Hopwood & Sons	Palmer & Bull.	

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE FINAL EXAMINATION HELD ON THE 13TH AND 14TH JANUARY, 1902 :—

Richard Hughes Abell  
 Charles Egerton Appleton  
 John Atkinson  
 Roger Lorimer Austin  
 John Arthur Stephen Bailly  
 George Alfred Baker, B.A. Lond.  
 Percy Thomas Baker, M.A. Oxon.  
 Lewis Bartleet, M.A. Oxon.  
 Alexander Beresford  
 Sidney James Berry  
 Samuel Walter Billings  
 Ernest William Bird  
 John Walton Bishop  
 Neville Miles Bolsover  
 George Hutton Bowes-Wilson,  
 B.A. Oxon.  
 Frederick Charles Boyes  
 Robert Breach  
 Edward Howard Brocklehurst,  
 B.A. Camb.  
 Edgar Brooke  
 Percy Wright Brundrit, B.A.,  
 LL.B. Camb.  
 George Kenelm Brunner

Henry Beauchamp Butler  
 William Charles Camm  
 Stephen Aylwin Cave  
 Henry Robert Cawdron  
 Joseph Frederick Chilwell  
 William Louis Clabburn  
 William Clark  
 William Tyson Clark, B.A. Camb.  
 Howell Lang Coath  
 Harold Collis, B.A. Oxon.  
 Hugh Gordon Collis, B.A. Oxon.  
 Alfred Conolly  
 Reginald Bertram Cooke  
 Maurice Copland, B.A. Camb.  
 Harold Atkinson Crawford  
 Godfrey Deveril Crowther  
 Arthur Claud Dalton  
 Arthur Edward Cole Deacon  
 Horace Frederick Denyer  
 Charles Lee des Forges  
 John Colin Dominy  
 Frederick Henry Dowker  
 Arthur Edward Dowley  
 Herbert Augustus Easton

Harry Trevor Ellis  
 Septimus John Henry Emerson,  
 B.A. Camb.  
 Lionel Edward Fellows, B.A.  
 Oxon.  
 Alexander Wynaud Findlay,  
 LL.B. Lond.  
 Edward Lindesay Fisher  
 Percy Birtles Fogg  
 James William Freshfield, B.A.  
 Camb.  
 Robert Howard Furness  
 Frank Hill Gaskell  
 Walliss William Penn Gaskell  
 Maurice Gaunt  
 Stanley Gerald Gill  
 Hugh Marshall Godfray, B.A.  
 Camb.  
 Harry Scotchmer Gotelee  
 Bertram Parrott Gray  
 Robert Wallington Hale Green  
 Arthur Fortescue Greenwood  
 Matthew Theodore Habershon  
 Thomas Hall  
 William George Harden  
 William Jernyn Harrison, B.A.  
 Camb.  
 Sidney Haslett  
 Stephen Heap, M.A., LL.B.  
 Camb.  
 Francis Reade Hedges, B.A.  
 Oxon.  
 Alexander Guy Hemsley  
 Thomas John Dawson Hendley,  
 B.A. Oxon.  
 Edwin Herrin

Tom Henry Hosegood  
 Gilbert Howard, B.A., LL.B.  
 Camb.  
 Ernest Walter Hudson  
 Thomas Hulme  
 Phillip Noel Humphreys  
 Clifford Holmes Hunt, B.A.  
 Camb.  
 Edmund Victor Huxtable  
 William Simeon Jerome  
 Thomas Jones  
 Josiah Cornelius Hugo Kilner  
 Arthur Francis King-Stephens  
 Edgar Arthur Kirby, B.A. Lond.  
 Walter Kinloch Kitson  
 Hugh John Turnley Mollveen  
 Ronald Neil Macleod  
 James Elliott Mallinson, M.A.  
 Camb.  
 Charles Bennett Marshall  
 Leonard William Moore  
 Richard Thomas Morgan  
 Frederick Murgatroyd  
 Joseph Walter Palmer  
 Wilkinson Parker  
 Kenneth Templeton Jerrard Par-  
 sons, B.A. Oxon.  
 Stanley Evan Paul, B.A. Oxon.  
 George Colvin Pearson  
 Gordon Tucker Phillips  
 Frank Pick  
 Stanley Piesse  
 Stirtevant Piggin  
 Charles Bernard Pinnock  
 William Alfred Pitt  
 Arthur Potter



Donald Howard Prynne  
Arthur Quayle  
Robert George Raper  
James Dadford Rawlings  
Frederick Adam Corrie Redden,  
L.L.B. Camb.  
William Augustus Reeve  
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George Southern Ritchie  
Cyril Malcolm Spenser Rowland,  
B.A. Oxon.  
Alfred Russell  
John Ratcliffe Sampson  
Reginald Norman Scotney, B.A.  
Oxon.  
James Shaw  
George Christian Sitzler, B.A.  
Oxon.  
James Pile Smart  
Henry James Speechley  
David Ewart Speight  
Archibald Hope Spens  
Horace Vincent Stallon  
Hugh Rutherford Clunny Biden  
Steele

Walter Henry Stoddard  
James Henry Sturgees  
Herbert James Cecil Sumpter  
William Gilbert Swift  
Charles Hillsborough Rimington  
Taylor  
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Thomas Fielden Taylor  
Charles Sydney Thompson  
Clarence Watson Bloomer Thomp-  
son, B.A. Camb.  
Howard Parker Thompson, B.A.  
Oxon.  
Raymond Elliott Trotter  
George Herbert Twist  
Nadirsha Bamanji Vakil  
William Walker  
Frank George Warne  
George Herbert Watson  
Arthur Willis  
Arthur Gerald Wilson  
Charles Edward Wilson, B.A.  
Lond.  
Alfred Wiltshire

Charles Cook  
Edward Ernest Conrad Cooper  
Sidney Brock Cozens  
Charles Edmund Crane  
Henry Gilfrid Baker Cresswell,  
B.A. Oxon.  
James Charles Wilson Damant  
Edgar Davidson, B.A. Camb.  
Evan John Davies  
Gwilym Meirion Davies  
Robert Brooks Davies  
William Henry Davies  
Herbert William Ratcliff Davis  
Thomas Oliver Dickinson  
Charles Cecil Dominy  
George Frederick Downes  
Ivor Vincent Downing, B.A. Oxon.  
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Thomas Waterworth Drury  
Henry Duckworth  
Theodore Paul Eldridge  
Ernest Ellen  
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Edward Duke Moore  
Thomas John Morgan  
Howell Dawson Mundell  
William Pratt Musson  
William John Neild  
Basil Nelson  
Percy John Pakeman  
Francis Cecil Shirecliffe Parker,  
B.A. Camb.  
Wykeham Parry  
Edmund Julian Phelps  
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Thomas Jones Randlell  
Hugh Meredith Roberts  
Hugh Oliver Roberts  
Albert Henriques Samuel, B.A.  
Oxon.  
Malcolm Robert Charles Scott  
Herbert John Campbell Shepard  
Ernest Simmons  
Arthur Sidney Smith  
Harry Leighton Smith  
John Henry Smith  
Joseph Henry Smith  
Charles Burnett Staepole, B.A.  
Lond.  
Robert Thompson Douglas Stee-  
ham

INTERMEDIATE EXAMINATION.  
THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN  
ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE  
INTERMEDIATE EXAMINATION HELD ON THE 15TH  
JANUARY, 1902:—

## FIRST CLASS.

James Ball  
Arthur Inglis Barnett  
James Edward Beck  
John Backhouse Beckton  
Alfred William Berry  
Harold Ephraim Blaiberg  
Walter Dyson Briscoombe  
Herbert Broadbent  
Hugh Spencer Bull, B.A. Lond.  
Samuel Melville Thomas Burpitt  
Osborne Arthur Butcher  
Leon Benham Castello  
George Frederick Chalk  
William Henry Champness  
Arthur Thomas Colman  
Ernest Charles Curran  
Thomas Jenkins David  
David Edward Bowen Davies  
Henry Richard Lubbock Dync,  
B.A. Camb.  
William Stanley Eastburn  
Herbert Ernest Farror  
Alfred William Foster, B.A.  
Camb.  
Arthur Leigh Gaskell  
John Robert Glover  
Robert Oddie Hargreaves

Edward John Hayward  
Percy Bernard Ingoldby  
James Gordon Jendwine  
Cyril Osborn Jenkyn  
Frank Birley Johnson  
James Wilson Mitchell  
Walter Molineux  
John Ernest Morris  
Jacob Michael Myers  
Ralph Heather Parratt  
Henry Leonard Porcher  
Rawathorne Procter, B.A. Camb.  
Charles Quinn  
Gleeson Edward Robinson  
Robert Towers Saffell  
Leofwine Robert Gurth Stewart  
Chambers Seymour  
Algernon Smart  
Thomas Smith  
Arthur Edward Sparling  
Francis Leslie Sturt  
William Ralph Thompson  
Francis Herbert Weatherall  
Charles Webb  
George Woods  
Edward Woodward

## SECOND CLASS.

Reginald Francis Adams, B.A.  
Camb.  
Henry Stewart Anderson  
Thomas Aspden  
Cecil Charles Atkins  
Francis Eric Leonard Bachoe  
Henry Gladstone Barolay  
Richard Stewart Barnes  
William Bennett  
Romeo Berry  
Arthur Onesimus Bevan  
Arthur James Blunt

Gerard Leigh Dempster Bonnor  
Oliver Brogden  
Thornhill Francis Broome  
Frederic James Brownley  
Stanley Joseph Purdy Calkin,  
B.A. Camb.  
Cecil Dacre Carder  
Alfred Leete Carpenter  
George Andrew Beasley Champney  
Walter Thornton Trevelyan  
Chaunnell  
James Spearing Clapp

Harold Francis Green, B.A. Oxon.  
Frank Arnold Greenwood  
William York Groves  
Clement Henderson Gurney  
Reginald Harris  
Frederic Brewse Hartnoll  
Ronald Arthur Charles Cradock  
Hartopp  
Sidney Lancelot Harvey  
Nathaniel Salmon Hearle  
Eric Bertram Hibbert  
Vyvyan George Hooper Hicks  
William Canning Hill  
Arthur Ernest Hills  
Walter Charles Ernest Hodgson  
Ralph Ainsworth Holden  
William Graham Hooper  
Henry Oliver Hope  
Alec Guy Houlder  
John Williams Hughes  
Arthur Hunter  
Thomas Edward Jesson  
Evan Jones  
Henry Gilman Jones  
Ivor William Jones  
John Haydn Jones  
Percy Dale Kendall, B.A. Camb.  
Clement Bernard Kitchen  
Robert Graham Kitson  
Donald James Gordon Lawson  
Arthur Neale Lee, B.A. Camb.  
Norman Nellist Lee  
Evan Idris Lewis  
Samuel Lycett Lewis  
Robert Allison Logan  
George Frederick Lucas, B.A.  
Camb.  
Frederick George Lupton

Maurice Stratton  
Herbert Sturton  
John Gallienne Swainson  
Lewis Meyrick Thomas  
Charles Edward Thompson  
John Atkins Till  
Lionel Holmes Wood Troughton  
Henry Davey Turner  
Philip Edgar Thomas Urry  
Arthur Charles Thomas Vesey  
William Ford Wallace  
Robert Fox Wardle  
Ernest Clifford Webster  
Charles George Weld, B.A. Camb.  
Gilbert Trevor Wellington  
Douglas Wenham, B.A. Camb.  
Montague Middlecott White, B.A.  
Camb.  
Reginald Henry Hughes White-  
head  
Alfred Whitworth  
Alfred Sidney Wilson, B.A. Oxon.  
Hugh William Wilson, B.A.  
Camb.  
Henry Noel Winterbotham  
William John Martyn Wivell  
Edward Charles Wood  
Stewart Boyd Woolley  
Thomas Holmes Woosey  
Edward William Wykes, B.A.  
Lond.  
William Giffard Wynne

By Order of the Council,

E. W. WILLIAMSON,

Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE,  
January 31st, 1902.

**APPOINTMENT.**

February 1. The King has been pleased, by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, to appoint Henry Alexander Giffard, Esq., K.C., to the office of Bailiff of the Island of Guernsey, in the room of Sir Thomas Godfrey Carey, resigned.

Clarke), Solicitors, 11 St. Martin's Court, St. Martin's Lane, by mutual consent as from January 21.

Charles Blackett Skinner, William Christian Henry Church, and John Edward Soilleux Michael (Skinner, Church & Michael), Solicitors, Sunderland and Newcastle-on-Tyne, by mutual consent so far as regards C. B. Skinner, who retires from the firm. The said W. C. H. Church and J. E. S. Michael will continue the said business under the style of Skinner, Church & Michael. January 30.

**PROFESSIONAL PARTNERSHIPS DISSOLVED.**

Joseph Sidney Merton and Thomas William Clarke (Merton &

Walter Oswald Vizard and Henry Theodore Monro (Vizard & Monro), Solicitors, 10 Norfolk Street, Strand, by mutual consent as from December 31, 1901.

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## COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

HILARY SITTINGS, 1902.

## ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KERWICK.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Feb. 17	Mr. W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Carrington	Mr. Church	Mr. Greswell	Mr. Godfrey	Mr. Jackson
Tuesday " 18	" Church	" Jackson	" Beal	" Pugh	" King	" W. Leach	" Farmer	" Pemberton
Wednesday " 19	" King	" Pemberton	" R. Leach	" Carrington	" Church	" Greswell	" Godfrey	" Pugh
Thursday " 20	" Godfrey	" Jackson	" Beal	" Pugh	" King	" W. Leach	" Farmer	" Carrington
Friday " 21	" Farmer	" Pemberton	" R. Leach	" Carrington	" Church	" Greswell	" Godfrey	" Beal
Saturday " 22	" Greswell	" Jackson	" Beal	" Pugh	" King	" W. Leach	" Farmer	" R. Leach

\*.\* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

## APPOINTMENT.

Herbert Parker Reed, Esq., K.C., has been elected Treasurer of the Hon. Society of Gray's Inn, in succession to Charles Montagu Lush, Esq.

## PROFESSIONAL PARTNERSHIP DISSOLVED.

Henry Lennox Hopkinson and Albert Martin Oppenheimer (Hopkinson & Oppenheimer), Solicitors, 10, St. Swithin's Lane, by mutual consent as from February 8. The said A. M. Oppenheimer will continue to carry on the business at the same address in partnership with Walter Henry Southern, under the style of Oppenheimer & Southern.

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ON THE

## PRESENT LAWS OF ENGLAND.

By THOMAS BRETT,

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitor in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

\*.\* The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

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Monday, Mar. 3	Mr. King	Mr. Beal	Mr. Church	Mr. Godfrey	Mr. Pemberton	Mr. Pugh	Mr. Greswell	Mr. Carrington
Tuesday " 4	" Greswell	" R. Leach	" King	" Farmer	" Jackson	" Carrington	" W. Leach	" Pugh
Wednesday " 5	" Jackson	" Beal	" Church	" Godfrey	" Pemberton	" Pugh	" Greswell	" R. Leach
Thursday " 6	" Church	" R. Leach	" King	" Farmer	" Jackson	" Carrington	" W. Leach	" Beal
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Saturday " 8	" Pemberton	" R. Leach	" King	" Farmer	" Jackson	" Carrington	" W. Leach	" Godfrey

\* \* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

LAND TRANSFER ACT, 1897.

Notice is hereby given that it is proposed to submit to His Majesty in Council the draft of an Order in Council further postponing the date of the operation of the Land Transfer Act, 1897, in the City of London, from the 1st day of March next to the 1st day of July, 1902.

27th February, 1902.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

JANUARY, 1902.

\* \* The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in italics.

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By Order of the Council.

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Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE, LONDON:  
21st February, 1902.

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Benjamin Thomlinson Barrans  
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chelor

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Reginald Branston  
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By Order of the Council,

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21st February, 1902.

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HILARY SITTINGS, 1902.

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Friday, Mar. 10	Mr. Beal	Mr. Godfrey	Mr. W. Leach	Mr. King	Mr. Carrington	Mr. R. Leach	Mr. Jackson	Mr. Church
Saturday " 11	" Godfrey	" Farmer	" Groswell	" Church	" Pugh	" Beal	" Pemberton	" King
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COUNTY COURTS.

JUDGES OF THE CITY OF LONDON COURT.

THE COUNTY COURTS (DISTRICTS) POSTPONEMENT ORDER, No. 12, DATED FEBRUARY 17, 1902.

Crown Office,

February 24, 1902.

I, Hastings Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, in pursuance of the County Courts Act, 1888 (51 & 52 Vict. Cap. 43), and of Article 7 of the County Courts (Districts) Order in Council, 1899, (hereinafter called the Principal Order), and all other powers enabling me in that behalf, do hereby order as follows:—

The King has been pleased, by Warrant under the Royal Sign Manual, to declare that in all times hereafter the Judges of the City of London Court shall each be called, known, and addressed by the style and title of "His Honour" prefixed to the word "Judge" before his name, and shall have place and precedence together with the Judges of County Courts in England and Wales, next after Knights Bachelors.

1. This Order may be cited as "The County Courts (Districts) Postponement Order, No. 12."
2. For the purposes of the Principal Order the "appointed day" as specified in the County Courts (Districts) Postponement Orders, Nos. 1, 6, 10, and 11, is hereby postponed until the first day of April, 1903, and accordingly the provisions of the Principal Order which relate to the County of London or to the alteration with regard to the County Court Districts of that County of the boundaries of any neighbouring County Court Districts or to the establishment of County Courts at Richmond, West Ham, and Willesden, are hereby postponed until the said first day of April, 1903.
3. This Order may be revoked, amended, or varied by any further Order.

Dated the 17th day of February, 1902.

HALSBURY C.

APPOINTMENT.

Mr. Charles Smith (A. F. Griffith, Davis & Smith), of Brighton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature, England.

PROFESSIONAL PARTNERSHIP DISSOLVED.

Asher Prior and William Young (Prior & Young), Solicitors, Colchester and Clacton-on-Sea, Essex, by mutual consent as from April 30, 1901. The said A. Prior will continue the said business, in his own name, at the above addresses.

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HILARY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEKEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Mar. 17	Mr. Carrington	Mr. King	Mr. Pemberton	Mr. Greswell	Mr. Beal	Mr. Farmer	Mr. Pugh	Mr. R. Leach
Tuesday " 18	" Greswell	" Church	" Jackson	" W. Leach	" R. Leach	" Godfrey	" Carrington	" Beal
Wednesday " 19	" W. Leach	" King	" Pemberton	" Greswell	" Beal	" Farmer	" Pugh	" Godfrey
Thursday " 20	" Pugh	" Church	" Jackson	" W. Leach	" R. Leach	" Godfrey	" Carrington	" Farmer
Friday " 21	" Jackson	" King	" Pemberton	" Greswell	" Beal	" Farmer	" Pugh	" Church
Saturday " 22	" Pemberton	" Church	" Jackson	" W. Leach	" R. Leach	" Godfrey	" Carrington	" King

\* \* The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

LAND TRANSFER ACT, 1897.

At the Court at St. James's, the 6th day of March, 1902.

Present :

The King's most Excellent Majesty in Council.

Whereas it is expedient that the operation of the Order in Council, dated the 18th day of July, 1898, and made pursuant to the Land Transfer Act, 1897, should be further postponed as regards the City of London: Now it is hereby ordered and declared that the said Order is to be read and to take effect as if instead of the words "first of May 1901" the words "first of July 1902" had been inserted in the Schedule thereto.

A. W. FITZROY.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 25th day of February, 1902.

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice SWINFEN EADY (1901—A.—No. 1293).

The Automobile Manufacturing Company, Limited v. Albert Arthur Jordan and Gordon Robert Roger.

Mr. Justice SWINFEN EADY (1901—A.—No. 1364).

{In the Matter of The Automobile Manufacturing Company, Limited. (Joseph Moore, Stanley Lambert, Edmund Townsend, Walter Charles Bersey v. The Automobile Manufacturing Company, Limited, and Albert Arthur Jordan.

Mr. Justice SWINFEN EADY (1902—M.—No. 91)

{In the Matter of The Mansions Proprietary, Limited. (William Wood and Arthur Farcy v. The Mansions Proprietary, Limited, and Others.

HALSBURY C.

ORDER OF COURT.

Thursday, the 27th day of February, 1902.

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice KEKEWICH (1902—G.—No. 253).

{In the Matter of The Grosvenor Dairies, Limited. (John Adams v. The Grosvenor Dairies, Limited.

HALSBURY C.

APPOINTMENTS.

March 5. The King has been pleased to approve the appointment of Henry Alleyne Bovell, Esq., K.C. (Attorney-General), to be the Chief Justice of British Guiana.

March 8. The King has been pleased to give directions for the appointment of William Meigh Goodman, Esq., K.C. (Attorney-General), to be Chief Justice of the Supreme Court of the Colony of Hong Kong.

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R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

No.	NAME OF CAUSE.	SOLICITORS.		
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<b>BEFORE THE COURT ITSELF— UNDEFENDED DIVORCE.</b>				
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2	H.D. Commander v. Commander & Sergeant . . . . .	McDiarmid & Hill.		
3	H.D. Smith v. Smith & Forrest . . . . .	In Person.		
4	W.J.S. Woolnoth, M. S. v. Woolnoth, C. H. . . . .	Curwen & Carter.		
5	H.D. Eaton v. Eaton & Cox . . . . .	Judge & Priestley.		
6	H.N. Lamb v. Lamb orse. Wilson . . . . . (in camera)	Avery & Son.		
7	H.D. Wyndham v. Wyndham & Gristy . . . . .	Valpy & Co.		
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9	H.D. Miles v. Miles & Cross . . . . .	Coode & Co.		
10	{W.R. C.R.} Palmer, H. E. v. Palmer, W. H. E. H. . . . .	Bicknell & Wrigley.		
11	H.D. Elliott v. Elliott & Scott . . . . .	Gibson, Weldon & Co.		
12	H.D. Fleming v. Fleming & Morton . . . . .	N. Moody.		
13	H.D. Charlton v. Charlton & Rose . . . . .	Sharpe, Parker & Co.		
14	W.D. Halbot, A. E. v. Halbot, E. L. . . . .	Jaques & Co.		
15	H.D. Webb v. Webb & Woods . . . . .	Robbins, Billing & Co.		
16	W.D. Boam, Sarah v. Boam, Samuel . . . . .	Bryson & Wells.		
17	H.D. Richards v. Richards & Jones . . . . .	Metcalf & Sharpe.		
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20	W.J.S. Mitchell, E. E. A. K. v. Mitchell, J. . . . .	Jennings & Co. . . . .	J. E. Harris.	
21	H.D. Mitchell, F. v. Mitchell, A. . . . .	H. Wilson.		
22	H.D. Phillips v. Phillips & Stapleton . . . . .	H. Wilson.		
23	W.D. Berry, M. v. Berry, E. T. . . . .	Ruston & Co. . . . .	Bell, Brodrick & Gray.	
24	{W.R. C.R.} De la Warr, Countess v. De la Warr, Earl . . . . .	N. H. Smith . . . . .	{Blake, Heseltine & Co.	
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57	W.N. Budden orse. Rowland v. Budden . . . . . (in camera)	Burton & Sons.		
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HILARY SITTINGS, 1902.

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Monday, Mar. 24	Mr. Beal	Mr. Greswell	Mr. Carrington	Mr. Jackson	Mr. Godfrey	Mr. Church	Mr. R. Leach	Mr. W. Leach
Tuesday " 25	" R. Leach	" W. Leach	" Pugh	" Pemberton	" Farmer	" King	" Beal	" Greswell
Wednesday " 26	" King	" Greswell	" Carrington	" Jackson	" Godfrey	" Church	" R. Leach	" Pemberton
Thursday " 27	" Godfrey	" W. Leach	" Pugh	" Pemberton	" Farmer	" King	" Beal	" Jackson

\*. The Easter Vacation will commence on Friday, the 28th day of March and terminate on Tuesday, the 1st day of April, 1902, both days inclusive.

HIGH COURT OF JUSTICE.

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During the Easter Vacation:—All applications "which may require to be immediately or promptly heard" are to be made to the Honourable Mr. Justice JOYCE.

Mr. Justice JOYCE will act as Vacation Judge from Thursday, March 27th, to Monday, April 7th, both days inclusive.

His Lordship will sit in King's Bench Judges' Chambers on Thursday, April 3rd. On other days, within the above period, applications in urgent matters may be made to his Lordship by post or, if necessary, personally.

In the case of applications to the Judge by Post the Brief of Counsel should be sent addressed to the Judge by Book Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as

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APPOINTMENTS.

March 19. The King has been pleased to give directions for the appointment of Cyril Hamilton Hunter Irvine, Esq., to be one of His Majesty's Counsel for the Colony of Fiji.

March 21. The King has been pleased to give directions for the appointment of Charles Peter Layard, Esq. (Attorney-General), to be the Chief Justice of the Island of Ceylon.

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HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

EASTER SITTINGS, 1902.

TUESDAY, APRIL 8TH.

The following Courts will sit until Saturday, 12th April, for the Trial of the following classes of Actions:—

- THREE COURTS for MIDDLESEX Special Juries.
- TWO COURTS for MIDDLESEX Common Juries.
- ONE COURT for Non-Juries after Tuesday.
- ONE COURT for COMMERCIAL Actions and Non-Juries.

MIDDLESEX Special Jury Actions.

Actions beyond No. 66 in this List will not be taken before Monday, 14th April.

The following Numbers will be in the List for Trial on Tuesday, 8th April—Nos. 97 to 304, both inclusive.

- 33 Alnan & ora. v. Oppert & ora. fraud. repr.
- 448 Bismonds v. London Road Car Co. ld. Lord Campbell's Act
- 449 Lon. & County Banking Co. v. Watson guarantee
- 450 Baka v. Hitchcock, Williams & Co. work
- 476 Rabe v. Bottomley contract
- 477 Francis v. Same contract
- 478 Hope v. Same contract
- 480 Lloyd v. Woodland Bros. pers. inj.
- 484 Leach v. S. M. Glas Co. pers. inj.
- 504 Light v. Empire Typewriter Syndicate ld. and anr. assaut
- 512 Wickham v. Chester, Broome & Griffiths im- properly lodging proof
- 521 Bona v. Botta assaut
- 524 Gammann v. Cox bill
- 525 Barga v. Peck, Freen & Co. ld. Lord Campbell's Act
- 4 Mrell & anr. v. New London Discount Co. con- tract
- 18 Mills & ora. v. Dalgety & Co. ld. money received
- 223 Worthington & Co. ld. v. Maas fraud. repr.
- 410 Griffin v. Bedford Patent Co. detinue
- 440 Watson v. Eastwood contract
- 544 London & County Banking Co. ld. v. Helmore money paid
- 546 Frost v. Needham contract
- 548 Attorney-Gen. v. Gas Light & Coke Co. informa- tion
- 572 Palfman, Foster & Co. v. Purkis goods sold
- 574 Smart v. Freeman policy
- 575 McKean & anr. v. Shammonds detinue
- 578 Davis v. L. & N. W. Ry. Co. pers. inj.
- 580 Armstrong v. Horne lease
- 581 Hunter v. Steinhart & Elser stockbroker's acct.
- 582 Conkerton v. George & anr. fraud. repr.
- 583 Astley & Wife v. Falliser pers. inj.
- 585 Oates & anr. v. T. Tilling ld. pers. inj.
- 586 Buttel v. Ward & ora. trespass
- 588 Stanant & anr. v. Jacob possession
- 590 Stenberg & Wife v. Carter, Paterson & Co. pers. inj.
- 592 Bence v. Ebbett trespass
- 594 Bland v. West London Dairy Co. pers. inj.
- 100 Remaine & Co. v. Gilbert contract
- 143 United Creameries v. Brook goods sold
- 211 Brown v. Lon. United Trams ld. pers. inj.
- 511 Low v. Timmelly slander
- 544 Reynolds v. W. Ashby & Son ld. & anr. detinue
- 623 Ryfus & Beyfus v. Herbert Solicitor's bill
- 624 Credit Amco. Corp'n. v. Scott & anr. money lent
- 105 Stais v. Same libel
- 106 Paul v. Reeves stockbroker's account
- 11 Providence Estates Co. v. Lefbrandt & anr. cheque

- 35 Starling v. Houlder Bros. & Co. wrong. dis.
- 36 Faine v. Houlder libel
- 54 Webb & anr. v. Creber slander
- 66 Wallace & Co. v. Posno & Wife notes
- 123 Folkestone Waterworks Co. v. Gordon Hotels ld. contract
- 147 Eayp v. Pierce slander
- 181 Ormsby v. S. E. & C. Ry. Co. pers. inj.
- 193 Ross v. Frith & anr. money lent
- 368 Quin v. N. Met. Trams Co. pers. inj.
- 384 Ansell & ora. v. Ross money paid
- 403 Collins v. Norman & anr. fraud. repr.
- 438 Jenkins v. Grenfell detinue
- 482 Raikes v. Challenger & anr. fraud. repr.
- 517 Jackson v. Lon. & India Docks Co. pers. inj.
- 589 Maple & Co. ld. v. Benoit bills
- 196 Richardson v. Dare possession
- 642 Dare v. Richardson & anr. fraud. repr.
- 646 Easty v. Wood slander
- 665 Austen v. Mayor, &c. of Faversham pers. inj.
- 667 Garrett v. Lon. United Trams ld. negligence
- 673 Forster & Wife v. Balls pers. inj.
- 691 London & County Banking Co. ld. v. Board & anr. guarantee
- 695 Mann & Son v. Dawkins commission
- 700 Huggett v. L. G. O. Co. ld. pers. inj.
- 710 Sumfield v. Labouchere & anr. libel
- 716 Ryland v. Jackson & Brodie libel
- 718 Bennett v. L. & S. W. Ry. Co. pers. inj.
- 723 Barr v. Thorp breach of promise
- 730 Stewart v. East India Products Co. wrong dis.
- 734 Parkes' Joinery, &c. Co. ld. v. Blackford & anr. goods sold
- 735 Same v. Blackford bill
- 748 Nat. Soc. for the Prevention of Cruelty to Children & anr. v. Bruce Pryce libel
- 753 Atkinson v. Brighton & Hove, &c. Omnibus Co. pers. inj.
- 759 Stone v. Brewis libel
- 774 Pope v. Dealey slander
- 780 Woods v. Dean work
- 783 Halverston v. Lon. United Trams ld. pers. inj.
- 787 Hunt & Wife v. Metropolitan Ry. pers. inj.
- 796 Harris v. Alto Condor Gold Mines ld. wrong dis.
- 798 Webster v. Epsons Co-operative Soc. pers. inj.
- 806 Bellows v. Scholes ld. pers. inj.
- 812 Swinden v. S. E. & C. Ry. Co. pers. inj.
- 819 Medcalf v. Mayor, &c. of Stepney negligence
- 830 Colley & anr. v. Bonnett & ora. possession
- 839 Geserich v. H. R. Baines & Co. ld. pers. inj.
- 862 Ilford Gas Co. v. Ilford U. D. C. negligence
- 863 Carlton Iron Ore Co. & anr. v. W. H. Bond & Co. detinue
- 867 Vile v. Hall assault
- 868 Priest, Mariane & Co. ld. v. Salomon contract
- 871 Storey v. Payne, Trapps & Co. contract
- 872 MacLeod & Co. v. Mordaunt, Lawson & Co. goods sold
- 877 Cowan v. Barnett libel
- 878 Nicol v. Woolfe account
- 889 Dent & ora. v. Prouk & anr. rent
- 890 Ready v. Mann, Crossman & Paulin pers. inj.
- 891 Vaughan v. Rock Newspaper Printing, &c. Co. ld. libel
- 897 Darrell v. Wilson fraud. repr.
- 906 Baylis v. School Board for London pers. inj.

- 906 Arthur v. William Whitely ld. contract
- 919 Fox v. J. G. Hammond & Co. ld. libel
- 925 Scholey v. S. E. Met. Tramways Co. pers. inj.
- 929 Browne v. Baines breach of promise
- 930 Phillips & anr. v. T. Tilling ld. pers. inj.
- 934 Smith v. Whitway & Co. ld. libel
- 935 Hirsch v. West Ham School Board work
- 936 Taffs v. Nash & ora. pers. inj.
- 937 Rauter v. Pollard contract
- 938 Mills v. Procter & anr. contract
- 946 Morgan v. Stacey note
- 956 Fitzgerald v. Corps. of Trinity House pers. inj.
- 963 Jays ld. v. Earl of Westmorland goods sold
- 969 Fowles v. Driscoll breach of promise
- 970 Taylor v. Lon. United Laundries false impt.
- 972 Hatfield & Wife v. Shiffingford libel
- 973 Same v. Benjamin libel
- 978 Sands v. Sands covenant
- 980 Thorne v. Wyward & Taylor ld. pers. inj.
- 981 Farman v. Bonin goods sold
- 984 W. Watson & Co. v. McCrea bill
- 996 Qualangelo & Wife v. Shackell, Edwards & Co. pers. inj.
- 998 Allen & ora. v. Darrell & Wife stockbroker's acct.
- 999 Thomas & ora. v. Holden commission
- 1007 Campbell v. Sergeant & ora. possession
- 1008 Manghan & ora. v. Wilkinson money paid
- 1010 White v. Mayor, &c. of Harwich negligence

MIDDLESEX Common Jury Actions.

Actions beyond No. 772 in this List will not be taken before Monday, 14th April.

The following Numbers will be in the List for Trial on Tuesday, 8th April—Nos. 28 to 630, both inclusive.

- 28 Mc Caw & Co. ld. v. Welch Grape Juice Co. goods sold
- 273 Carter & anr. v. Merritt & Co. pers. inj.
- 3 Citizen Property Co. ld. v. Barratt & Co. possession
- 10 Same v. Same possession
- 250 Patent Steam Carpet Beating Co. ld. v. H. D. Rawlings ld. negligence
- 601 Leberman v. Cohen slander
- 605 Pavey v. Mallett pers. inj.
- 611 Stewart v. Waller pers. inj.
- 619 Schoenboom v. Gall money lent
- 625 Palmer v. Birmingham Manufacturing Co. ld. false impt.
- 630 Hoxby v. Hebbard possession
- 640 Onsey v. Cowen contract
- 645 Cooper v. L. G. O. Co. ld. pers. inj.
- 17 Burton v. Perryman slander
- 139 Blair & anr. v. Davis money paid
- 647 Cave v. Lloyd work
- 651 Ewens v. Walkin fraud. repr.
- 656 Greer v. Davis goods sold
- 659 Pope v. Cathcart contract
- 663 Ravenscroft v. Carmichael & anr. possession

- 675 Wise v. Gavin declaration  
677 Bull v. Mayor, &c. of Shore ditch negligence  
6 Marroco v. London & Westminster Loan and Discount Co. ld. issue  
41 Dalwood v. Hamblin breach of promise  
234 Evans & anr. v. Constien contract  
489 Hibbard & Co. v. Cox goods sold  
543 Wilson v. Dick & ors. money lent  
544 Hutton v. Thompson fraud. reps.  
604 Athill v. Bowden slander  
678 Whiteman & Co. v. Price injunction  
684 Hillyard & anr. v. Hilliard money paid  
698 Merritt v. Newstead pers. inj.  
699 Palmer v. Clapp slander  
702 Heindorf v. Rio Tenido Copper Mines contract  
703 Horton v. Wood & ors. contract  
713 Lewis v. Allport contract  
717 Bennett v. Merry note  
719 Gidmal v. Tellery & Co. contract  
723 Morel Bros., Cobett & Sons ld. v. Earl of Westmorland goods sold  
733 Weisbach Incandescent Gas Light Co. ld. v. Lesson & Emery patent  
740 Blomer v. W. Hollis & Co. ld. pers. inj.  
744 Chard v. Mayor, &c. of St. Marylebone trespass  
746 Blum v. Barnett & ors. possession  
747 Hancock v. Lee & Son libel  
756 MacDonnell v. Jackson pers. inj.  
760 Livingston v. Dorman contract  
766 Jagars v. Potts money received  
767 Long v. Hide pers. inj.  
768 Bessey v. Orshard libel  
770 Brials v. Powell contract  
772 Begbie v. East seduction  
779 Randall v. Croydon Industrial Co-operative Soc. ld. pers. inj.  
781 Storey v. Hoare negligences  
784 Paine v. Frysett & Co. contract  
786 Phillips & Son ld. v. T. Norfolk & Sons ld. negligence  
788 Hodson v. ors. v. Boyce possession  
814 Barnes v. Buckeye Bath Cabinet Co. pers. inj.  
815 Stone v. Randall money paid  
816 Hunter v. Titchfield Bank ld. money received  
818 Raphael v. Dodd commission  
820 Massey v. Cochrane detinue  
823 Barrett v. Elliott issue  
825 Jessett & anr. v. Hibbard & Co. money received  
826 Kemp v. Clarke commission  
829 Moloney v. Kowin contract  
831 Samuel v. Bond & ors. possession  
832 du Pasquier v. Cadbury Jones & Co. ld. money received  
838 Bailey v. Thurston & Co. ld. contract  
840 Bond v. Boreham libel  
851 Vogel v. C. Deason & Son pers. inj.  
854 McCreath v. Morgan contract  
869 Trull v. Vincent slander  
870 John Bellamy ld. v. Kirk & anr. contract  
876 Grossheim v. Dunkley copyright  
880 Roydhouse v. Smith note  
881 Hay & Co. v. List bill  
888 Goddard v. Barker trespass  
892 Owen v. Allen pers. inj.  
893 Ninelam v. St. Clair & anr. goods sold  
903 Brown v. Batey & Co. ld. pers. inj.  
904 Rees & anr. v. Davis & ors. possession  
918 Steager v. Heddergott trespass  
920 Holland & Sons v. Summers work  
921 Knapp v. Sanders slander  
922 Knapp v. McFarlane money received  
931 Safford v. Case contract  
933 Gorton v. Martin & Co. libel  
941 Freyne v. Amazonia Rubber & Trailing Co. ld. contract  
944 Walls v. Douglas pers. inj.  
950 Bates & ors. v. Schifferdecker pers. inj.  
955 Browning v. Alston pers. inj.  
957 Langher v. Highley slander  
965 Hinkin v. Drew money lent  
968 Meston & anr. v. Mann contract  
976 Davis v. Bromley U. D. C. trespass  
984 Hooper v. Gray money lent  
989 Noble v. Kunze slander  
1006 Gawthorpe & anr. v. Henry & anr. possession  
1013 Rogerson v. British Natural Premium Life Assoc. ld. policy  
1014 Colley v. Jewell money received  
1018 Goff v. Jones pers. inj.  
1019 Armstrong v. Wiley issue  
1021 Deas & anr. v. Wyhowaka contract  
1023 Furnival v. Alcock & Son contract  
1030 Padmore v. Kimber slander  
1031 Paston v. Withey pers. inj.  
1033 Canlife v. List goods sold  
1043 Ivall & anr. v. Watney, Combe, Reil & Co. ld. contract  
1047 Morgan v. Mayor, &c. of St. Pancras pers. inj.  
1048 Shapcott v. Walsh breach of promise  
1064 Deane v. Pengelly slander  
1066 Bantick v. Percival & ors. possession  
1074 Colmer v. Lon. United Trams ld. pers. inj.  
1075 Trim v. Willferdow contract  
1082 Harding v. Grunfeldt wrong. dia.  
1083 Sugar v. Dolman & Co. contract  
1084 Foglearde & Wife v. Harwood slander  
1089 Joalin v. Brasler goods sold  
1094 Drew v. Fisher libel  
1104 Moses v. Higgins Bros. fraud. reps.  
1106 Garrat & anr. v. Christian stockbroker's acct.  
1109 Blake v. Lon. United Trams ld. pers. inj.  
1110 Bamford v. Puckett possession  
1112 Cumby v. Cumby detinue  
1113 Pratt & anr. v. Twin contract  
1127 Nicholls v. Spierman slander  
1144 Hartmont v. Harris money lent  
1145 Johnson v. Knight pers. inj.  
1149 Jotham & anr. v. Cherry & Wife covenant  
1150 Strassmann v. Raphael Tuck & Sons ld. contract  
142 Hawkins v. Abrahams commission  
153A Firminger v. Sinclair money received  
179 Sawrey v. Waylen work  
198 Oibams ld. v. Barnett work  
226 Mayor, &c. of Westminster v. Local Government Mutual Guarantee Soc. ld. guarantee  
342 Moore & anr. v. White contract  
350 Birmingham City Collieries Syndicate v. Wallington contract  
354 Alderton v. Bennett stockbroker's acct.  
373 Robson v. McDougal work  
395 Stewart v. Koley Mines, &c. ld. money paid  
442 Ward v. Bennett contract  
498 Penney v. Hancock & anr. contract  
507 Moody & anr. v. Patterson possession  
579 Willcock v. Scott work  
583 Attorney-Gen. v. S. E. & C. Ry. Co. injunction  
602 Osborne v. Landreth possession  
618 Hodgkin v. Syngs money lent  
614 Motor Traction Co. v. Motor Manufacturing Co. ld. injunction  
633 McLean v. Adamant Stone, &c. Co. declaration  
666 Fleming's Oil, &c. Company v. Garden money paid  
764 Hannaford v. Copley & ors. possession  
827 Perry v. Bedman rent  
840 Swain v. Dunts & Wife contract  
847 Rickett v. Ellis rent  
818 Weiser v. Dresdner Bank issue  
857 Curran v. Smith & anr. money received  
858 Booth v. T. Watkins & Co. ld. work  
866 Luning v. Slade work  
861 Lincolnshire Foundry Co. ld. v. Bridgewater & Co. goods sold  
865 Maconochie Bros. ld. v. De Leeft Brothers contract  
883 Mawsoofo Gold Mines ld. v. Lowe calls  
896 Vinen v. Stevenson money received  
898 Seligman v. Bach money lent  
912 Young, King & Co. ld. v. Brutton Busby ld. goods sold  
913 Motor Manufacturing Co. ld. v. Goodwin gas sold  
916 Odell v. Chambers guarantee  
917 Same v. Sharp guarantee  
923 Farington Advertising Co. v. L. & H. Photo ld. work  
924 W. Johnston & Co. ld. v. J. Thorley & anr. contract  
932 Gurney v. Tophill & Wife money lent  
940 Lewis v. Metcalf & anr. goods sold  
942 Chambers & anr. v. Waller contract  
913 Woodhorpe, Bevan & Co. v. Sands work  
945 Peterson v. Rigby contract  
947 Law Guarantee & Trust Soc. v. Bowen & anr. money paid  
949 Johnston v. Burns bill  
961 Willis v. Torrence goods sold  
962 Zacharias v. Lehwes bill  
963 Wetherell v. Francis money lent  
967 Baker v. Castletown money lent  
974 Collins v. Stafford commission  
977 Beesty v. Bird guarantee  
979 Pollard v. Day work  
983 Keen v. Kridge issue  
993 Horne & anr. v. Thorahill possession  
995 Nightingale v. Oppert bill  
997 Gant v. Mackay money paid  
1005 Parker v. Matthews money paid  
1009 McGhee v. Rawlins goods sold  
1011 Savoy Hotel ld. v. Parry goods sold  
1017 Coast v. Matthews work  
1032 Brown v. Aylward injunction  
1036 Harland v. Harland money lent  
1037 Brown & anr. v. Norton, Rose, Norton & Co. issue  
1038 Same v. Sir G. B. Bruce & White issue  
1040 Baker v. Arber bill  
707 Chadwick v. Link issue  
1045 Same v. Same money lent  
1046 Marshall v. Central Huvelva Copper Mining Co. ld. & anr. work  
1053 Hagon v. Gates money lent  
1061 Burford v. Franco contract  
1065 Cook v. Taylor covenant  
1071 Looock & anr. v. Lance stockbroker's acct.  
1081 Pringle & Higgs ld. v. Sheffield Coal Co. ld. detinue  
1080 Lodge & Harper ld. v. Franklin & anr. issue  
1091 Tringham & Co. v. Stewart commission  
1092 Gallini v. King judgment  
1095 Delbarre v. Bailey contract  
1097 Hahn v. Tozey detinue  
1098 Dowe v. Cecil money received  
1099 Gregory & Co. v. Warl. work  
1111 Blahouden v. Andrews & Andrews contract  
1117 Pedler v. Hardy award  
1120 Jeffery & Co. v. Glastine bill  
1121 Henning v. Farman Automobile Agency money received

## NON-JURY Actions.

Actions beyond No. 775 in this List will not be taken before Monday, 14th April.

The following Numbers will be in the List for Trial on Wednesday, 9th April—Nos. 76 to 585, both inclusive.

- 76 Pariset v. Slade judgment  
467 New Grappler, &c. Tyre Co. v. Cheahire Rubber Co. ld. goods sold  
422 Mead (April 12) pt. hd. v. Davies issue  
549 Dunlop Pneumatic Tyre Co. v. Ostrich Tyre Co. & ors. patent  
553 Mayer v. Begbie note  
559 Procter v. Mayor, &c. of Islington money paid  
585 Lauraine & anr. v. Northern Theatres Co. ld. & anr. contract  
589 Johnson v. Batcheller detinue  
590 Freeman v. Phillips contract  
600 Young & anr. v. Balster & ors. possession  
615 Alcoy & Gandia Ry. and Harbour Co. ld. v. Lane detinue  
616 Davay v. Perkins covenant  
629 Henry v. Richards goods sold  
634 Newton v. Ferguson Solicitor's bill  
637 Edwards v. Munday detinue  
641 Gilling v. Poole (Sutton & Everard, 3rd parties) trespass  
642 Cubison v. Desmond money received  
652 Simpson, Strickland & Co. v. Richardson cheque  
661 Verdon v. Austin contract  
664 Lawford v. Billericay R. D. C. contract  
669 Heatley v. Miller possession  
670 Gawthorpe & anr. v. Stevens possession  
671 Culliford v. Haycock contract  
679 Harvey v. Bishop commission  
690 Toid v. De Maseo & Wife Solicitor's bill  
692 Owles v. Meates & anr. bill  
697 Sweeting v. Chester & anr. money received  
706 Hildick v. Horsall contract  
708 Investors & Contract Agency v. Cartwright money received  
709 Durose & anr. v. Wyles money received  
714 Samuel v. Nichol note  
715 Johnson v. Peareish commission  
729 Hyams v. Mayor, &c. of Hackney money paid  
731 Harris v. Charot & ors. possession  
732 Tosh v. Newton work  
741 Securitas Insee. Co. v. Elliott call  
742 Davidson v. Hooydonk & Co. ld. goods sold  
767 Cowen & Wife v. Scott & Wife detinue  
765 Elliott, Son & Boyton v. Tucker commission  
769 Smith v. Smith commission  
771 Ryan & Co. ld. v. Hart negligence  
775 Brady v. Scotts money received  
778 Britain & ors. v. Hanks Bros. & Co. injunction  
785 Downing & ors. v. Kogan possession  
797 Roberts v. Maple & Co. ld. contract  
803 Sharpe v. Crawford & anr. possession  
807 Morris v. Lee rent  
818 Callard, Stewart & Watt ld. v. Albert & Sons ll. possession  
817 Bowring v. Brown possession  
10D Weisbach Incandescent Co. v. United Chemical Works & anr. patent  
112 Ward v. Brandon's Putney Brewery ld. and anr. possession

1123 <i>Stenhouse v. Baxter</i> contract	1160 <i>Seymour v. Weaver</i> money received	1191 <i>Waite v. Hutchison</i> commission
1124 <i>Hasegod v. Ellis</i> contract	1164 <i>Siles &amp; anr. v. Mayor, Ac. of Fulham</i> work	1194 <i>Wagstaff v. Hall</i> goods sold
1134 <i>Townly &amp; ors. v. Secrett</i> possession	1171 <i>Roberts v. Fleming</i> bill	1195 <i>Northey v. Trevillon</i> contract
1139 <i>Oldfield v. Landstein</i> detinue	1179 <i>Union &amp; Co. v. Southern Publishing Company</i> contract	1199 <i>Home Secretary v. L. &amp; N. W. Ry. Co.</i> penalties
1143 <i>Smith v. Prall</i> note	1180 <i>Mines &amp; Banking Co. ld. and ors. v. Caratal New Mines ld.</i> Solicitor's bill	1203 <i>Jenkinson v. Brown</i> possession
1146 <i>Craven v. Scharpenberg</i> money lent	1189 <i>Hooper v. Devant</i> contract	1211 <i>Crosland v. Outlook Publishing Co.</i> contract
1152 <i>Dunlop Pneumatic Tyre Co. ld. &amp; ors. v. Bourne</i> patent	1190 <i>Same v. Cohen</i> account	1215 <i>Carter &amp; Aynsley ld. &amp; ors. v. Ashton</i> goods sold
1159 <i>Marshall v. Bradley</i> work		1222 <i>Cory &amp; ors. v. Cory</i> contract

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO 30TH MARCH, INCLUSIVE

	Special Juries.	Common Juries.	Total.
Middlesex .. .. .	249	230	479
Non-Juries .. .. .	..	..	222
London .. .. .	3	..	3
Commercial Causes .. .. .	..	..	26
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV. .. .. .	..	..	8
Assigned Actions .. .. .	..	..	2
			740

NOTE.—This Summary shows the total number of Actions for Trial up to and inclusive of the above date.

HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

EASTER SITTINGS, 1902.

PROBATE AND MATRIMONIAL.

The Causes set down for trial will be taken in the following order:—

UNDEFENDED MATRIMONIAL CAUSES will be taken each Monday during the Sittings after Motions, and on Thursday and Friday, 15th and 16th May.

SPECIAL JURY CAUSES will be taken on and after Tuesday, 15th April.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

PROBATE AND DEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF will be taken after the Special Juries are finished, and may also be taken in Court II, after 14th April, when Admiralty Cases are not appointed to be heard.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

COMMON JURY CAUSES will be taken on and after Tuesday, 6th May.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down.

DIVISIONAL COURT, Tuesday, 6th May.

MOTIONS AND SUMMONSES: Motions will be heard in Court at 11 o'clock on Monday, 14th April, and on each succeeding Monday during the Sittings, and Summons before the Judge will be heard at half-past 10 o'clock on Saturday, 12th April, and on each succeeding Saturday during the Sittings.

Summons before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for Motions on Mondays must be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock p.m. on the preceding Wednesday.

ADMIRALTY.

THE COURT will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Tuesday, April 8th, until Friday, May 16th, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

Summons in Chambers will be taken at 11, and Motions in Court at 11.30 every Monday during the Sittings.

All Papers for Motions and for Summons to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (Room 738), on the Wednesday preceding.

Summons before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (Room 730 or 729), at 11 A.M. on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744, and are open from 10 to 4, except on Saturday, and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 13th to October 23rd, and the Christmas Vacation from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Marshal's Room, 740.

LIST OF SHERIFFS, UNDER-SHERIFFS, DEPUTIES, AND AGENTS FOR 1902.

Warrants are granted in *TO WN* for the places marked with an asterisk (\*). Office Hours in Term, 11 till 4; in Vacation, 1 till 3.

COUNTIES, &c.	SHERIFFS.	UNDER-SHERIFFS.	DEPUTIES AND TOWN AGENTS.
*BEDFORDSHIRE	William C. Watson, Colworth-house, Sharnbrook, Esq.	William G. Carter Mitchell, Bedford, Esq.	Iliffe, Henley & Sweet, 2 Bedford-row, W.C.
*BERKSHIRE	Hugh Owen Tudor, of Lynwood, Old Windsor, Esq.	W. C. Blandy, 1 Friar-st., Reading, Esq.	Rowcliffes, Rawle & Co., 1 Bedford-row, W.C.
*BERWICK-UPON-TWEED (County of Borough and Town of)	Stuart Edington Simpson, of Berwick-upon-Tweed, Esq.	T. C. Smith, Berwick-upon-Tweed, Esq.	(E. Flux, Leadbitter & Neighbour, 144 Leadenhall-st., E.C.
*BRISTOL (City and County of)	Admiral Francis Arden Close, of Clifton Down, Bristol	George Horace Davil Chilton, Bristol, F. S. Q.	Gunscoote, Washam & Co., 19 Essex-st., Strand, W.C.
*BUCKINGHAMSHIRE	Frederick George Lloyd, Langley-house, Langley, Esq.	Francis Hayward Parrott, Aylesbury, Esq.	Peke & Parrott, 63 Lincoln's-inn-fields, W.C.
*CAMBRIDGES & HUNTS.	Charles Harold Coope, of Houghton, Hunts, Esq., D.L.	G. D. Day, Saint Ives, Esq., M.A., LL. B.	Ja nes Neul, 16 Philipot-lane, E.C.
*CANTERBURY (City and County of)	Frederick Thos. Gentry, Broad-street, Canterbury, Esq.	(Henry Fielding, of 15 Burgate-street, Canterbury, Esq.	Walter Pierce Davies, 28A Westbourne-grove, W.
*CHESHIRE	(John Sutherland Harwood Banner, of Ashfield-hall, Neston, Chester, Esq.	H. Todd, Union-st., Castle-st., Liverpool, Esq.	(Meredith, Roberts & Mills, 8 New-sq., Lincoln's inn, W.C.
*CHESTER (County of City of)	Richard Cecil Davies, Yorton-lodge, Hoole, Chester, Esq.	(A. U. J. Cullimore, The Friars, Chester, Esq.	Chester, Broome & Grillithes, 36 Bedford-row, W.C.
*CORNWALL.	Wm. Coryton, Pentilice-castle, St. Mellion, R.S.O., Esq.	G. Davison, 12 Abbey-sq., Chester, Esq.	Bell & Co., Ormond-ho., 63 Queen Victoria-st., E.C.
*CUMBERLAND	Captain William Pery Standish, of Winchester, Hants	T. Collins, St. Columb, Cornwall, Esq.	W. R. Hough, of May & Co., 5 Laurence Pountney-hil.
*DERBYSHIRE	Fitz-Herbert Wright, of The Hayes, Alfreton, Esq.	K. J. Hough, 34 Fisher-st., Carlisle, Esq.	Taylor, Hoare & Plicher, 12 Norfolk-st., Strand, W.C.
*DEVONSHIRE	Col. Edmund S. Walcott, of Rock-ho., Chudleigh, C.B.	(G. Mosley, 35 St. Mary's-gate, Derby, Esq.	Field, Roscoe & Co., 38 Lincoln's-inn-fields, W.C.
*DORSETSHIRE	Col. John Bullen Symes Bullen, Leweston, Charmouth	(A. U., Taylor, Simpson & Mosley, Derby)	Robins, Hay, Waters & Hay, 9 Lincoln's-inn-flds, W.C.
*DURHAM	Sir William Henry Edward Chaytor, Darlington, Bart.	G. H. Harris, 25 Southernhay, Exeter, Esq.	Cunliffes & Davenport, 48 Chancery-lane, W.C.
*ESEX	Robert Cunliffe Gosling, of Hassobury, Farnham, Esq.	H. H. Trotter, of Bishop Auckland, Esq.	Gepp & Sons, Temple-chambers, Temple-avenue, E.C.
*EXETER (City and County of the City of)	Theophilus Knapman, of Denynsmead, Exeter, Esq.	(A. U., J. G. Wilson, 5 N. Bailey, Durham, Esq.)	Dunn, Baker & Baker, 13 Bedford-row, W.C.
*GLOUCESTER (City and County of the City of)	John Rowe Pope, of Wotton, Gloucester, Esq.	(Charles B. O. Gepp, of Chelmsford, Esq.	(C. T. Courtney Lewis, 3 Adelaide-place, London-bridge, W.C.
*GLOUCESTERSHIRE	James Horlick, Cowley-manor, near Cheltenham, Esq.	(A. U., Gepp & Sons, of Chelmsford)	Thomas White & Sons, 18 John-st., Bedford-row, W.C.
*HAMPSHIRE, or County of Southampton	Lieut.-Col. Herman Le Roy Lewis, of Westbury-house, Petersfield, D.S.O.	W. L. Brown, of 16 Castle-st., Exeter, Esq.	(Andrew, Wood, Purves & Sutton, 8 & 9 Great James-street, Bedford-row, W.C.
*HEREFORDSHIRE.	George Wm. Marshall, of Sarnesfield-ct., Weobley, Esq.	(W. Langley-Smith, of Westgate-chambers, Gloucester, Esq.	James-street, Bedford-row, W.C.
*HERTFORDSHIRE.	Evelyn Simpson, of Baldock, Esq.	Thomas B. Woodham, of Winchester, Esq.	Alfred Hunt, 65 & 66 Chancery-lane, W.C.
*KENT	Edward Locke Tomlin, of Angley-park, Cranbrook, Esq.	(John Reginald Symonds, of Hereford, Esq.	(Patersons, Snow, Bloxam & Kinder, 25 Lincoln's-inn-field, W.C.
*KINGSTON-UPON-HULL (City and County of City of)	Walter Herbert Cockerline, of Elloughton, Brough, Esq.	(Charles Eiton Longmore, of Hertford, Esq.	Palmer & Bull, 31 Great James-street, Bedford-row, [W.C.]
*LANCASHIRE	(Arthur Knowles, of Westwood, Pendlebury, and Altravton-hall, Nantwich, Esq.	(A. U., Swords & Longmore, of Hertford)	Rollit & Sons, 3 Mincing-lane, E.C.
*LEICESTERSHIRE	Capt. James Burnas-Hartopp, Little Dalby-hall, Melton	F. R. Howlett, 9 King-st., Maidstone, Esq.	Riddale & Son, 5 Gray's-inn-square, W.C.
*LICHFIELD (City and County of the City of)	Herbert Major Morgan, of Lichfield, Esq.	Arthur Rollit, Cogan-house, Hull, Esq., D.L.	Field, Roscoe & Co., 36 Lincoln's-inn-fields, W.C.
*LINCOLN (City of, and County of the same City)	Clement Henry Newsam, of Eastwood, Lincoln, Esq.	(Harold Arnew, of Manchester, Esq.	Pitman & Sons, 5 Laurence Pountney-hill, E.C.
*LINCÖLNSHIRE	John Drysdale Sanders, of Gainsborough, Esq.	(A. U., Wilson, Wright & Wilsons, Preston)	Page & Scorer, 2 Clement's-inn, Strand, W.C.
*LONDON (County of)	(John Charles Bell, Ald., 85 Finsbury-pave, E.C., Esq.	George Rowlatt, of Leicester, Esq.	(Secondary's Office, 5 Church-passage, Guildhall-yard, E.C.
*MIDDLESEX.	Horace B. Marshall, Temple-av., E.C., Esq., M.A., J.P.	George Ashmall, of Lichfield, Esq.	W. & T. Burchell, 24 Red Lion-square, W.C.
*MONMOUTHSHIRE	George William H. Bowen, 67 Whitehall-ct., s.w., Esq.	H. H. Williams, 14 Silver-st., Lincoln, Esq.	Ruston & Co., Surrey-house, Victoria-embkmt., W.C.
*NEWCASTLE-UPON-TYNE (City and County of the City of)	Cory F. Cory-Wright, Northwood, Highgate, N., Esq.	Charles Scorer, of Lincoln, Esq.	F. Kinch, Lonsdale-chambers, 27 Chancery-lane, W.C.
*NORFOLK	E. W. Richards, of Pils Lecha, nr. Caerleon, Esq., J.P.	Thomas Vaughan-Roderick, of Secondary's office, Guildhall, E.C., Esq.	King, Wigg & Co., 11 Queen Victoria-street, E.C.
*NORTHAMPTONSHIRE	William John Sanderson, of Heathdale, Gosforth, Esq.	(F. K. Metcalfe, 92 Gt. Tower-st., E.C., Esq.)	Field, Roscoe & Co., 36 Lincoln's-inn-fields, W.C.
*NORTHUMBERLAND	John Nigel Gurney, of Sprowston-hall, Norwich, Esq.	(R. K. Metcalfe, 92 Gt. Tower-st., E.C., Esq.)	Samuel Price & Sons, Worcester-ho., Walbrook, E.C.
*NORWICH (City of, and County of the same City)	James Hornaby, of Laxton-park, Stamford, Esq.	William Ruston, Brentford, Middlesex, Esq.	(Bell, Brodric & Gray, Ormond-house, 63 Queen Victoria-street, E.C.
	T. Glennan Fenwicke-Glennel, Harbottle, Rothbury, Esq.	Percy Laybourne, of Newport, Esq.	Please & Son, 15 Old Jewry-chambers, E.C.
	Henry Tyrwhitt Staniforce Patteson, of Norwich, Esq.	G. Wilkinson, Newcastle-upon-Tyne, Esq.	
		(Peter E. Hansell, The Close, Norwich, Esq.)	
		(A. U. Charles B. Foster, Norwich, Esq.)	
		Henry W. K. Mackham, Northampton, Esq.	
		H. B. Thompson, Newcastle-on-Tyne, Esq.	
		(W. Overbury, of King-st., Norwich, Esq.)	
		(A. U., R. G. Stearns, of Norwich, Esq.)	

• <b>TINGHAM</b> (City of, & County of the same City)	{Edwin Gauntley Leverseed, of The Park, Nottingham, Esq.	{John Alford Houlton Green, of Nottingham, Esq.	{Taylor, Hoare & Picher, 12 Norfolk-st., Strand, W.C.
• <b>NOTTINGHAMSHIRE</b>	{John Francis Chaworth-Musters, of Annesley-park, Esq.	{Wm. T. Cartwright, of Nottingham, Esq.	{Taylor, Hoare & Picher, 12 Norfolk-st., Strand, W.C.
• <b>OXFORDSHIRE</b>	{Capt. Charles W. Cottrell-Dormer, of Rousham-park	{(A. U., A. W. Dickens, of Nottingham, Esq.)	{Caniffles & Davenport, 48 Chancery-lane, W.C.
• <b>POOLE</b> (Town and County of the Borough of)	{John Homer South, of Seldoun, Poole, Esq.	{Thomas Marriott Davenport, Oxford, Esq.	{Ford, Lloyd, Bartlett & Michelmore, 38 Bloomsbury-sq., W.C.
• <b>RUTLAND</b>	{Ernest L. Braithwaite, of Edith Weston, Stamford, Esq.	{Archibald H. Yeatman, of 94 High-street, Poole, Esq.	{Bell & Co., Ormond-ho., 63 Queen Victoria-st., E.C.
• <b>SHERPESHIRE</b>	{James Augustine Harvey Thursby-Pelham, of Maud-house, Kington, Warwickshire, Esq.	{Benjamin Addington Adam, Oakham, Esq.	{Chester, Broome & Griffiths, 36 Bedford-row, W.C.
• <b>SOMERSETSHIRE</b>	{Edwin Brooke Cely Trevilian, of Curry Rivell, Esq.	{Edmund Cresswell Peale, Shrewsbury, Esq.	{Prior, Church & Adams, 11, Bedford-row, W.C.
• <b>SOUTHAMPTON</b> (Town and County of the Town of)	{Geo. Henry Weston, of Southampton, Esq., M.B., M.R.C.S. (Camb.)	{(A. U., Wm. C. C. Pele, Shrewsbury, Esq.)	{Love & Co., 2 Temple Gardens, E.C.
• <b>STAFFORDSHIRE</b>	{Richard Pirie Copeland, of Kibblestone-hall, Stone, Esq.	{Hugh R. Poole, of South Petherton, Esq.	{Thomas White & Sons, 18 John-st., Bedford-row, W.C.
• <b>SUFFOLK</b>	{Henry E. Buxton, of Fritton, Great Yarmouth, Esq.	{Arthur H. Emanuel, Southampton, Esq.	{Belfrage & Co., 35 John-st., Bedford-row, W.C.
• <b>SURREY</b>	{Max Leon. Waechter, of Terrace-house, Richmond, Esq.	{Isaac Edward Everett, of Stafford, Esq.	{Wigan, Champernowne & Prescott, Norfolk-house, W.C.
• <b>SUSSEX</b>	{Alfred Henry Burton, of St. Leonard's-on-Sea, Esq.	{(A. U., Hand, Blackiston & Co., Stafford)	{Palmer & Bull, 31 Great James-st., Bedford-row, W.C.
• <b>WARWICKSHIRE</b>	{Fredk. E. Muntz, of Umberslade, nr. Birmingham, Esq.	{(George Francis Josselyn, of Inswich, Esq.)	{Taylor, Hoare & Picher, 12 Norfolk-st., Strand, W.C.
• <b>WESTMORLAND</b>	{Wm. Hibbert Marshall, Patterdale-hall, Penrith, Esq.	{(A. U., C. J. E. Sparke, By-S.-Edm'ds, Esq.)	{Bell & Co., Ormond-ho., 63 Queen Victoria-st., E.C.
• <b>WILTSHIRE</b>	{Edmund Clerke Schomberg, of Market Lavington, Esq.	{C. Wigan, Norfolk-ho., Victoria-emb., Esq.	{Wood, Bigg & Nash, 6 Raymond-bdgs., Gray's-inn, W.C.
• <b>WORCESTER</b> (City of, and County of the same City)	{Christopher John Whitehead, of Vernon-manoir, Worcester, Esq.	{(W. Bartlett, 31 Gt. James-st., Bedford-row, Esq.)	{Stallard & Turner, 52 Bedford-row, W.C.
• <b>WORCESTERSHIRE</b>	{Edward A. Broome, of Areley-court, Stourport, Esq.	{Richard C. Heath, 1 New-st., Warwick, Esq.	{Greenfield & Cracknall, 3 Lancaster-pl., Strand, W.C.
• <b>YORK</b> (City of, and County of the same City)	{George Potter-Kirby, of Clifton-lawn, York, Esq.	{James Parkinson Shephard, of Appleby, Esq.	{Williamson, Hill & Co., 13 Sherborne-lane, King William-st., E.C.
• <b>YORKSHIRE</b>	{Sir Theophilus Peel, of Barwick-in-Elmet, Leeds, Bart.	{Peter Deimé Awdry, of Chippensham, Esq.	{Bell & Co., Ormond-ho., 63 Queen Victoria-st., E.C.

• <b>WESTMINSTER</b> , City of ( <i>High Bailiff</i> ), Harry Wilmot Lee, of 21 Great Smith-street, s.w., Esq. Deputy, † John Troutbeck, of 21 Great Smith-street, s.w., Esq., M.A., B.C.L.			
• <b>ANGLESEY</b>	{Russell Allen, of 10 Victoria-terrace, Beaumaris, Esq.	{J. S. Laurie, 24 Church-st., Llangefni, Esq.	{Ullithorne & Co., 3 Gray's-inn-place, W.C.
• <b>CARNARVONSHIRE</b>	{Ephraim Wood, of Pabo-hall, near Conway, Esq.	{John Fenna, of Chester, Esq.	{Lovell Widdrington Byrne, 22 Surrey-street, W.C.
• <b>DENBIGHSHIRE</b>	{The Right Hon. William Charles Wynn, Baron Newborough, of Plas Newydd, Trebant	{(A. U., Carter, Vincent & Co., Carnarvon)	{Stov, Preston, & Lytton, 35 Lincoln's-inn-fields, W.C.
• <b>FLINTSHIRE</b>	{Sir Wyndham Charles Henry Hammer, of Bettisfield-park, Whitechurch, Bart.	{John Parry Jones, of Denbigh, Esq.	{Simpson & Co., 6 Moorgate-street, E.C.
• <b>MERIONETHSHIRE</b>	{Romer Williams, of Dolmelynyllu, Dolgelly, Esq.	{Robert Stewart Keene, of Mold, Esq.	{Huntley & Son, 92 Tooley-street, London-br., s.e.
• <b>MONTGOMERYSHIRE</b>	{Hugh Lewis, of Glanhafren, Newtown, Esq.	{(A. U., J. John, Nott's-sq., Carmarthen, Esq.)	{Quayle & Ouvry, Talbot-house, 9 Arundel-st., W.C.
• <b>BRECONSHIRE</b>	{Joseph Edward Moore-Gwyn, of Ystradgynlais, Esq.	{David Isaac, 7 Rutland-st., Swansea, Esq.	{Helder, Roberts & Co., 3 & 4 Clement's-inn, Strand, W.C.
• <b>CARDIGANSHIRE</b>	{Robert D. Roberts, 4 Regent-st., Cambridge, Esq., D.C.L.	{(William James Jones, of Haverfordwest, Esq.)	{Edwin Grover Watkins, 6 South-sq., Gray's-inn, W.C.
• <b>CARMARTHEN</b> (County of the Borough of)	{Walter Spurrell, of King-street, Carmarthen, Esq.	{Wm. G. Eaton Evans, Haverfordwest, Esq.	{Helder, Roberts & Co., 3 & 4 Clement's-inn, Strand, W.C.
• <b>CARMARTHENSHIRE</b>	{John Morgan Davies, of Froodvale, Llanwrda, Esq.	{H. V. Vaughan, Bulth, Breconshire, Esq.	{Clarke, Rawlins & Co., 66 Gresham-house, E.C.
• <b>GLAMORGANSHIRE</b>	{Edward Daniel, of Rose-hill, Swansea, Esq.		{Helder, Roberts & Co., 3 & 4 Clement's-inn, Strand, W.C.
• <b>HAVERFORDWEST</b> (Town and County of)	{J. G. W. Francis, of Haverfordwest, Esq.		{A. R. & H. Steele, 21 College-hill, E.C.
• <b>PEMBROKESHIRE</b>	{H. Owen, Poynton, Haverfordwest, Esq., D.C.L., Oxon.		{Peacock & Goddard, 3 South-square, Gray's-inn, W.C.
• <b>RADNORSHIRE</b>	{Cecil Raby Stephens, of Castle-valle, Llanauo, Esq.		{Thomas White & Sons, 18 John-st., Bedford-row, W.C.

† Where all Writs and Rules must be left.

LIST OF SHERIFFS, UNDER-SHERIFFS, DEPUTIES, AND AGENTS FOR 1902.

Warrants are granted in TOWN for the places marked with an asterisk (\*). Office Hours in Term, 11 till 4; in Vacation, 1 till 3.

COUNTIES, &c.	SHERIFFS.	UNDER-SHERIFFS.	DEPUTIES AND TOWN AGENTS.
*BEDFORDSHIRE	William C. Watson, Colworth-house, Sharnbrook, Esq.	William G. Carter Mitchell, Bedford, Esq.	Hilife, Henley & Sweet, 2 Bedford-row, W.C.
*BERKSHIRE	Hugh Owen Tudor, of Lynwood, Old Windsor, Esq.	W. C. Bland, 1 Friar-st., Reading, Esq.	Rowcliffes, Rawle & Co., 1 Bedford-row, W.C.
BERWICK-UPON-TWEED (County of Berwick and Town of)	Stuart Edington Simpson, of Berwick-upon-Tweed, Esq.	T. C. Smith, Berwick-upon-Tweed, Esq.	(E. Flux, Leadbitter & Neighbour, 144 Leadenhall-st., F.C.)
BRISTOL (City and County of)	Admiral Francis Arden Close, of Clifton Down, Bristol	George Horace Davil Chilton, Bristol, F.-q.	Gusocote, Watham & Co., 19 Essex-st., Strand, W.C.
*BUCKINGHAMSHIRE	Frederick George Lloyd, Langley-house, Langley, Esq.	Francis Hayward Parrott, Avebury, F.-q.	Pyke & Parrott, 63 Lincoln's-inn-fields, W.C.
*CAMBRIDGES, & HUNTS.	Charles Harold Coote, of Houghton, Hunt, Esq., D.L.	G. D. Day, Saint Ives, Esq., M.A., LL. B.	Janes Neal, 16 Philipot-lane, E.C.
CANTERBURY (City and County of)	Frederick Thos. Gentry, Broad-street, Canterbury, Esq.	(Henry Fielding, of 15 Furgate-street, Canterbury, Esq.)	Walter Pierce Davies, 28A Westbourne-grove, W.
*CHESHIRE	(John Sutherland Harwood Banner, of Ashfield-hall, Neston, Chester, Esq.)	H. Todd Union-st., Castle-st., Liverpool, Esq.; (A. U., J. Cullimore, The Friars, Chester, Esq.)	(Merredith, Roberts & Mills, 8 New-sq., Lincoln's inn, W.C.)
CHESTER (County of City of)	Richard Cecil Davies, Yorton-lodge, Hoole, Chester, Esq.	G. Davison, 12 Abbey-st., Chester, Esq.	Chester, Broome & Griffiths, 36 Bedford-row, W.C.
*CORNWALL	Wm. Coryton, Pentilice-castle, St. Mellion, R.S.O., Esq.	T. Collins, St. Columb, Cornwall, Esq.	Bell & Co., Ormond-ho., 63 Queen Victoria-st., E.C.
CUMBERLAND	Captain William Pery Standish, of Winchester, Hants	K. J. Hough, 34 Fisher-st., Carlisle, Esq.	W. R. Hough, of May & Co., 5 Laurence Pountney-hill.
DERBYSHIRE	Fitz-Herbert Wright, of The Hayes, Alfreton, Esq.	(G. Mosley, 35 St. Mary's-gate, Carlisle, Esq.) (A. U., Taylor, Simpson & Mosley, Derby)	Taylor, Hoare & Pitcher, 12 Norfolk-st., Strand, W.C.
DEVONSHIRE	Col. Edmund S. Walcott, of Rock-ho., Chudleigh, C.B.	G. H. Harris, 25 Southemhay, Exeter, Esq.	Field, Roscoe & Co., 36 Lincoln's-inn-fields, W.C.
*DORSETSHIRE	Col. John Bullen Symes Bullen, Leweston, Charmouth	Edward Archdall Frooks, Sherborne, Esq.	Robins, Hay, Waters & Hay, 9 Lincoln's-inn-flds., W.C.
DURHAM	Sir William Henry Edward Chaytor, Darlington, Bart.	H. H. Trotter, of Bishop Auckland, Esq.	Cunliffe & Davenport, 48 Chancery-lane, W.C.
*ESSEX	Robert Cunliffe Gosling, of Hassobury, Farnham, Esq.	(A. U., J. G. Wilson, 5 N. Bailey, Durham, Esq.)	Gepp & Sons, Temple-chambers, Temple-avenue, E.C.
EXETER (City and County of the City of)	Theophilus Knapman, of Dennymsed, Exeter, Esq.	Charles B. O. Gepp, of Chelmsford, Esq. (A. U., Gepp & Sons, of Chelmsford)	Dunn, Baker & Baker, 13 Bedford-row, W.C.
GLOUCESTER (City and County of the City of)	John Rowe Pope, of Wotton, Gloucester, Esq.	W. L. Brown, of 16 Castle-st., Exeter, Esq.	(C. T. Courtney Lewis, 3 Adelaide-place, London- bridge, E.C.)
GLOUCESTERSHIRE	James Horlick, Cowley-manor, near Cheltenham, Esq.	(W. Langley-Smith, of Westgate-chambers, Gloucester, Esq.)	Thomas White & Sons, 18 John-st., Bedford-row, W.C.
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† Where all Writs and Rules must be left.



HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

EASTER SITTINGS, 1902.

DATES.	LORD CHIEF JUSTICE.	WILLS J.	GRANTHAM J.	LAWRANCE J.	WRIGHT J.	BRUCE J.	KENNEDY J.	RIDLEY J.
<b>1902.</b>								
APRIL . . . 8	Divisional Court	Northern Circuit	Central Criminal Court	Nisi Prius	Nisi Prius Bankruptcy and Railway and Canal Commission	Nisi Prius	Nisi Prius	Nisi Prius
" . . . 14	"	"	Nisi Prius	"	"	"	"	"
" . . . 28	"	"	"	"	"	"	"	"
MAY . . . 7	"	"	"	"	"	"	"	(Central Criminal Court intervening)
" . . . 15	"	End	"	"	"	"	"	"
" . . . 16	"	"	"	"	"	"	"	"

HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

Tuesdays . . . . }  
Thursdays . . . . } Master WILBERFORCE.  
Saturdays . . . . }

MASTERS IN CHAMBERS FOR EASTER SITTINGS,  
1902.

A to F.

Mondays . . . . }  
Wednesdays . . . . } Master LORD DUNBOYNE.  
Fridays . . . . }  
Tuesdays . . . . }  
Thursdays . . . . } Master DAY.  
Saturdays . . . . }

G to N.

Mondays . . . . }  
Wednesdays . . . . } Master MACDONELL.  
Fridays . . . . }  
Tuesdays . . . . }  
Thursdays . . . . } Master CHITTY.  
Saturdays . . . . }

O to Z.

Mondays . . . . }  
Wednesdays . . . . } Master ARCHIBALD.  
Fridays . . . . }

CIRCUITS OF THE JUDGES.

SPRING ASSIZES. 1902.		NORTHERN.	N. EASTERN.
Commission Days.		Wills J. Walton J.	Jelf J.
Monday,	April 7	Manchester 2 (Criminal)	.. ..
Monday,	" 14	Manchester 2 (Civil and Criminal)	.. ..
Monday,	" 28	.. ..	Leeds (Criminal)
Tuesday,	" 29	Liverpool 2 (Civil and Criminal)	.. ..

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

EASTER SITTINGS, 1902.

BREMAN J.	DARLING J.	CHANNELL J.	PHILLIMORE J.	BUCKNILL J.	WALTON J.	JELF J.	DATES.
Commercial List	Divisional Court	Divisional Court	Nisi Prius Revenue Paper	Chambers	Northern Circuit	Nisi Prius	1902. APRIL . . . . . 8
"	"	"	"	"	"	"	" 1 14
"	"	"	"	"	"	North Eastern Circuit	" 28
"	"	"	"	"	"	"	MAY . . . . . 7
"	"	"	"	"	End	End	" 15
"	"	"	"	"	"	"	" 16

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEEWICK.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFER EADY.
Monday, Apr. 7	Mr. Beal	Mr. Pugh	Mr. Pemberton	Mr. Church	Mr. R. Leach	Mr. Godfrey	Mr. Greswell	Mr. Farmer
Tuesday " 8	" R. Leach	" Carrington	" Jackson	" King	" Beal	" Farmer	" W. Leach	" Godfrey
Wednesday " 9	" Carrington	" Pugh	" Pemberton	" Church	" R. Leach	" Godfrey	" Greswell	" King
Thursday " 10	" Pugh	" Carrington	" Jackson	" King	" Beal	" Farmer	" W. Leach	" Church
Friday " 11	" Jackson	" Pugh	" Pemberton	" Church	" R. Leach	" Godfrey	" Greswell	" W. Leach
Saturday " 12	" Pemberton	" Carrington	" Jackson	" King	" Beal	" Farmer	" W. Leach	" Greswell

\*. The Whitsun Vacation will commence on Saturday, the 17th day of May and terminate on Tuesday, the 20th day of May, 1902, both days inclusive.

APPOINTMENT.

March 24. This day Sir John Charles Day was, by His Majesty's command, sworn of His Majesty's Most Honourable Privy Council, and took his place at the Board accordingly.

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HOUSE OF LORDS.—No. 3.

SESSION 1902.

List, as far as possible, of EFFECTIVE Causes only.

CAUSES STANDING FOR HEARING.

Parish Council of Rutherglen v. Parish Council of Glasgow	Scotland.
District Committee of Lower Ward of County of Lanark and Others v. Provost, &c., of Rutherglen	Scotland.
New Union and Crown Insurance Company v. Hill and Another	England.
The Queen (at the prosecution of the County Council of Kildare) v. Barton and Others	Ireland.
Bigley v. Whittaker and Sons	England.
Edinburgh's Navigation Company, Limited v. Company of Proprietors of the Glamorganshire Canal Navigation	England.
Miller and Others v. Dexter	England.
Casey v. Thompson } (Consolidated Appeals)	Ireland.
Casey v. Huston }	
Deane v. Driefontein Consolidated Mines, Limited	England.
Deane and Others v. Barron and Another	England.
Deane, Barron Brothers and Company v. J. King and Company	England.
Deane v. Volkman and Others	England.
County Council of County of Lanark v. Glasgow Court-houses Commissioners	Scotland.
Alexander Rennie and Son v. Henry Ness and Company, Limited	Scotland.
Deane v. "Balmoral" Company, Limited v. Marten	England.
Deane v. East India and Panama Telegraph Company, Limited v. Cuba Submarine Telegraph Company, Limited	England.
Deane v. Bain and Others	Scotland.
Deane v. Syndicate, Limited v. Wyler	England.
Deane v. Anglo-Argentine Live Stock and Produce Agency, Limited v. Westoll	England.

CAUSES WAITING FOR JUDGMENT.

Cooper and Crane v. Wright	Lord Chancellor. Lord Shand. Lord Davey. Lord Brampton. Lord Robertson.
Edinburgh and District Water Trustees v. Clippens Oil Company, Limited	Lord Chancellor. Lord Macnaghten. Lord Shand. Lord Brampton. Lord Roberts on. Lord Lindley.
Lord Advocate v. Stewart and Another	Lord Chancellor. Lord Macnaghter. Lord Shand. Lord Brampton. Lord Robertson. Lord Lindley.
Fryer and Others v. Ewart and Others	Lord Chancellor. Lord Macnaghten. Lord Shand. Lord Davey. Lord Brampton. Lord Robertson. Lord Lindley.

CLAIMS OF PEERAGE DEPENDING.

Office of Lord Great Chamberlain. (In part heard.)  
Norfolk (Earldom).  
Darcy de Knayth, Meynill and Fauconberg.

LIST OF BUSINESS  
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

APRIL and MAY, 1902.

(The Sittings will commence on Tuesday, the 15th April, 1902, at half-past ten a.m.)

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Deane v. Koer . . . . . Deane v. Koer and Another . Deane v. Gan Singh and Others Deane v. Koer and Another (Consolidated Appeals.)	Bengal . . . . .	26 June and 16 July 1900.	22 Jan. 1902	Whether the High Court, over-ruling the District Court, which heard the Appellants' suits on their merits, rightly dismissed the suits on the ground of limitation.	A. . T. L. Wilson & Co. B. . Dallimore & Son.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Raja Chelikani Venkayamma, representative of Raja Chelikana Appa Rao, deceased v. Raja Chelikani Venkataramayamma (Appeal and Cross-Appeal consolidated.)	Madras . . . . .	9 Jan. and 11 Sept. 1900.	4 Feb. 1902	Whether certain family property was held by two brothers as joint tenants or tenants in common; whether a certain will was revoked, and, if not, what is its true construction; estoppel.	A. . . B. T. Tasker. R. . . Lawford, Waterhouse and Lawford. A. . . Lawford, Waterhouse and Lawford. R. . . R. T. Tasker.
Sri Gopal . . . . . v. Pirthi Singh and Others . . . . .	N.W.P. Allahabad . . . . .	10 June 1899	25 Feb. 1902	Whether a suit to enforce a bond was barred. Civil Procedure Code, ss. 13 and 43.	A. . . Pyke & Parrott. R. . . Thomson & Co.
Gopal Chunder Bose . . . . . v. Kartick Chunder Dey and Others . . . . .	Bengal . . . . .	23 April 1901	6 Mar. 1902	Construction of a Will . . . . .	A. . . Watkins & Leppriere. R. . . W. W. Box.
Nidhanji and Others (representatives of Gangaram, deceased) . . . . . v. Sitaram and Others . . . . .	Hyderabad . . . . .	31 Dec. 1898	24 Mar. 1902 (By Order of Revivor)	Claim by Respondents to a half share of certain joint family property, and for partition.	A. . . Woodcock, Blyth & Parker. — <i>Ex parte.</i>
Shambati Koeri and Others v. Jago Bibi . . . . .	Bengal . . . . .	26 June 1900	27 Mar. 1902	Validity of a mortgage bond alleged to have been executed under the authority of Respondent, a Purda woman. <i>Special leave to appeal granted.</i>	A. . . T. L. Wilson & Co. R. . . Dallimore & Sons.

## COLONIAL AND OTHER APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
The Commissioners of Taxation . . . . . v. Antill . . . . .	New South Wales . . . . .	14 Oct. 1901	4 Mar. 1902	Whether the Respondent is entitled to deduct from his taxable income a sum representing a "fair rent" in respect of certain leasehold premises and improvements thereon. 59 Vict., No. 15 (N.S.W.). <i>Special leave to appeal granted.</i>	A. . . Light & Gallbraith. R. . . Paines, Blyth & Huxtable.
Spurrier and Another . . . . . v. La Cloche . . . . .	Jersey . . . . .	21 Feb. 1901	8 Mar. 1902	Whether a condition in a fire policy for reference of disputes to arbitration was illegal by the law of Jersey; if not, whether it was through the Appellants' or the Respondent's fault that it was not complied with.	A. . . Dawes & Sons. R. . . Hargreaves & Co. lin.
The Commissioners of Taxation . . . . . v. The Trustees of St. Mark's Glebe . . . . .	New South Wales . . . . .	9 Dec. 1901	19 Mar. 1902	Whether certain Glebe lands vested in the Respondents are exempt from Land Tax under 59 Vict. No. 15 (N.S.W.). <i>Special leave to appeal granted.</i>	A. . . Light & Gallbraith. R. . . Paines, Blyth & Huxtable.
Douglas . . . . . v. Franz Sander & Co. . . . .	Natal . . . . .	13 July 1901	19 Mar. 1902	Whether Appellant was induced by fraud to buy Respondents' business. Relief and damages.	A. . . Blyth, Dalrymple & Hartley & Blyth. R. . . Harrison & Power.

Cause.	Whence.	Record received.	Record Received.	Subject.	Solicitors.
Commissioner of Trade and Customs v. Bell & Company, Limited	New Zealand . . .	29 Oct. 1901	21 Mar. 1902	Whether certain wax vestas were goods prohibited to be imported into the Colony and liable to forfeiture under the Patents, Designs and Trade Marks Act, 1889, and the Customs Laws Consolidation Act, 1892, of New Zealand.	A. . Mackrell, Maton, Godlee & Quincey. R. . Ingle, Holmes & Sons.

JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
May . . . . . v. Constables of the Island of Sark . . . . . (Heard 20 November, 1901. Present: Lords Macnaghten, Shand, Davey, Robertson and Lindley.)	Guernsey . . . . .	31 Dec. 1896	8 Oct. 1901	Alleged public right of way over a certain tunnel cut through the Appellant's property.	A. . G. Bodman. R. . Nisbet, Daw Nisbet.
Samull and Another . . . v. Sir Ali Khan . . . . . (Heard 19 February, 1902. Present: Lords Macnaghten, Davey, Robertson and Lindley.)	Hyderabad . . . . .	1 Feb. 1901	2 Nov. 1901	Dispute as to the conditions on which Respondent was entitled to return to Appellants certain jewellery he had bought from them.	A. . L. P. E. Pugh. R. . White, Borrett Co.
Bommadevara Venkata Masaimba Naidu and Another . . . . . v. Bommadevara Bhashakurari Naidu and Others . . . . . (Heard 14 and 26 February, 1902. Present: Lords Davey and Robertson and Sir Andrew Scoble.)	Madras . . . . .	17 Jan. 1901	17 Jan. 1902	In the matter of the Zemindari of Vallur; alleged impartibility of the whole, or of part, of certain joint family property; limitation.	A. . R. T. Taaker. R. . Lawford, Waterhouse & Lawford.
Eastern and South African Telegraph Company, Limited . . . v. Cape Town Tramway Companies, Limited . . . (Heard 26, 27 and 28 February, 1902. Present: Lords Macnaghten, Shand, Davey, Robertson and Lindley.)	Cape of Good Hope	26 Jan. 1901	31 Oct. 1901	Alleged wrongful interference by Respondents with the working of Appellants' cables.	A. . Bircham & Co. R. . Ashurst, Morris, Crisp & Co.
The Mayor, Councillors and Citizens of the City of Wellington . . . . . v. Shaston and Another . . .	New Zealand . . . . .	6 Aug. 1901	3 Dec. 1901	Whether the Court of Appeal rightly refused to set aside claims filed by the Respondents for compensation for lands compulsorily acquired by the Appellants under the Public Works Act, 1894.	A. . Bowerman & Forward. R. . Budd, Johnsons & Jecks.
The Mayor, Councillors and Citizens of the City of Wellington . . . . . v. Hoyd and Another . . . . . (Heard together 5 and 11 March, 1902. Present: Lords Macnaghten, Davey, Robertson and Lindley.)	New Zealand . . . . .	6 Aug. 1901	3 Dec. 1901		A. . Bowerman & Forward. R. . Flower & Flower.

Cause.	Whence.	Record received	Set down for Hearing.	Subject.	Solicitors.
Turnbull and Company . . . v. Duval . . . . . (Heard 11 and 12 March, 1902. Present: Lords Macnaghten, Davey, Robertson and Lindley.)	Jamaica . . . . .	27 Feb. 1901	13 Jan. 1902	Whether Respondent executed a certain mortgage with full knowledge of its contents and effect, and under proper advice.	A. . . Tippetts. — Ez parte.
The Secretary of State for India in Council . . . . . v. Kriahnamoni Gupta and Others . . . . . (Appeal and Cross-Appeal consolidated). (Heard 12 and 19 March, 1902. Present: Lords Macnaghten, Davey, Robertson and Lindley.)	Bengal . . . . .	7 Jan. 1901	11 Dec. 1901	Claim to <i>chur</i> lands; reformation.	A. . . Solicitor, India Office. B. . . T. L. Wilson & Co. A. . . T. L. Wilson & Co. R. . . Solicitor, India Office.

SUPREME COURT OF JUDICATURE.  
EASTER SITTINGS, 1902.

THE COURT OF APPEAL

APPEAL COURT I.—NOTICE.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.—NOTICES.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

JUDGMENT RESERVED.

APPEAL

From the Chancery Division.

GENERAL LIST.

In re H. Holland, junr.  
(Gregg Holland appl. of Defts., The New Industrial Contract Syndicate Id., from order of Mr. Justice Farwell dated March 22, 1901 (Heard before Vaughan Williams, Stirling and Cosens-Hardy L.J.J. —c.a.v. March 25)

APPEALS

From the Chancery Division, the Probate, Divorce and Admiralty Division (Probate and Divorce), and the County Palatine and Stannaries Courts.

GENERAL LIST.

1899.

1 In re Tiemann's Patent, A.D. 1893, No. 8,786, &c and Patents, Designs, &c. Acts appl. of Petrus. Frans. Fritzsche & Co. from order of Mr. Justice Cosens-Hardy, dated Aug. 3, 1899 (security ordered, March 14, 1900) August 26.

1900.  
2 Tebb Cave appl. of Deft. from order of Mr. Justice Buckley, dated Feb. 15, 1900 (security ordered) April 5  
3 (In re The New Zealand Midland Ry. Co. Id. (Smith (on behalf, &c.) v. Lubbock appl. of The Industrial and General Trust Id. from order of Mr. Justice Kekewich, dated April 6, 1900 (a.o. Trinity Sittings) May 24  
4 (Holly Rumsey appl. of Pltff. J. C. Holly & Deft. E. S. Holly from order of Mr. Justice Kekewich, dated July 5, 1900 (a.o. for Judge's Certificate that he does not require any further argument) August 16  
5 (In re Gore Booth, dec. Gore Booth appl. of Pltff. from order of Mr. Justice Kekewich, dated July 27, 1900 (a.o., by order, Feb. 28, 1901) November 1

1901.

6 (In re Bullen (Musprat Williams v. Howe appl. of Deft. J. N. Bullen from order of Mr. Justice Cosens-Hardy, dated Jan. 17, 1901 February 23  
7 In re The Companies' Acts, 1862 to 1890 and In re The General Investors' Syndicate Id. appl. of Ellis Parr & ora. from order of Mr. Justice Cosens-Hardy, for Mr. Justice Wright, dated Feb. 20, 1901 March 18  
8 The Picture Post Card Co. Id. v. Ross appl. of Deft. from order of Mr. Justice Buckley, dated March 20, 1901 (security ordered) April 2

9 In re the Companies' Acts, 1862 to 1893 & In re The Brighton Hotels Id. appl. of Septimus Paronago (the Petn. from order of Mr. Justice Wright dated March 20, 1901 (security order) April 11  
10 The Midland Ry. Co. v. Wright appl. of Pltff. from order of Mr. Justice Byrne dated Feb. 14, 1901 (a.o. till representative appointed) April 11  
11 The Great Central Ry. Co. v. The North Eastern Ry. Co. appl. of Deft. from order of Mr. Justice Joyce, dated April 23, 1901 May 12  
12 Horne Jewel appl. of Deft. from order of Mr. Justice Farwell, dated May 1, 1901 May 12  
13 In re the Companies' Acts, 1862 to 1893, and In re Khoosh Id. appl. of A. W. Johnson from order of Mr. Justice Wright, dated April 3, 1901 May 12  
14 Hope Hope appl. of Pltff. in Person from order of Mr. Justice Cosens-Hardy, dated Feb. 21, 1901, and motion for leave to admit fresh evidence (by order) May 26  
15 (In re Scholefield (Turner Scholefield appl. of D. H. Hammond & snr. from order of Mr. Justice Joyce, dated Feb. 6, 1901 May 26  
16 Bateman Faber appl. of Deft. G. D. Faber from order of Mr. Justice Kekewich, dated May 10, 1901 May 28  
17 In re The Trustees, Executors & Securities Investment Corpn. Id. v. Armstrong appl. of Pltffs. from order of Mr.

	Justice Farwell, dated Feb. 12, 1901 (produce order) May 22	Trade Marks Act, 1883 appl. of Petr. M. A. Yeakley from order of Mr. Justice Farwell, dated March 1, 1902 March 21	The Leeds & Hanley Theatres of Varieties Id. appl. of The Consolidated Exploration Finance Co. Id. from order of Mr. Justice Wright, dated July 31, 1901 October 9		
18	In re The Companies' Acts, 1862 to 1900 and In re The Yorkshire Investment and American Mortgage Co. Id. appl. of R. Moore from order of Mr. Justice Wright, dated April 26, 1901 May 24	1901.	63	In re The Earl of Harroby (Earl of Harroby v. Ryder appl. of Deft. The Hon. A. E. D. Ryder from order of Mr. Justice Cozens-Hardy, dated July 11, 1901 October 12	
19	In re Schnadhorst (Sandkuhl) Schnadhorst appl. of Pitffs. from order of Mr. Justice Joyce, dated May 4, 1901 May 30	40	(Bradshaw Widdrington) Bradshaw appl. of J. C. Bradshaw and anr. from order of Mr. Justice Buckley, dated July 6, 1901 July 30	64	The Great Western Ry. Co. v. Talbot appl. of Pitffs. from order of Mr. Justice Kekewich, dated June 27, 1901 October 15
20	Bellerby Rowland & Marwoods Co. Id. appl. of Pitffs. from order of Mr. Justice Kekewich, dated May 18, 1901 June 1	41	Chiplin Munsell appl. of Deft. from order of Mr. Justice Kekewich, dated July 4, 1901 July 30	65	In re Margeston (Margeston) Margeston appl. of Pitff. from order of Mr. Justice Byrne, dated July 23, 1901 October 17
21	The Transvaal Exploring Land & Minerals Co. Id. v. The Transvaal Lands Co. Id. appl. of Pitffs. from order of Mr. Justice Kekewich, dated March 19, 1901 June 3	42	British Motor Traction Co. Id. v. Friswell appl. of Pitffs. from order of Mr. Justice Farwell, dated July 29, 1901 August 2	66	In re Sutton (Lewis) Sutton appl. of Deft. E. A. V. Sutton from order of Mr. Justice Buckley, dated July 23, 1901 October 21
22	Moffatt & Paige Id. v. George Gill & Sons Id. appl. of Pitffs. from order of Mr. Justice Kekewich, dated April 1, 1901 June 12	43	In re Smith (Russell) Smith appl. of Defts. Arthur Smith & anr. from order of Mr. Justice Byrne, dated July 23, 1901 August 2	67	(Fleming Mackintosh) Loe Fleming appl. of Pitff. R. T. Fleming from order of Mr. Justice Cozens-Hardy, dated August 6, 1901 (produce order) October 22
23	In re Ward (Pollock) Moore appl. of Deft. from order of Mr. Justice Joyce, dated March 21, 1901 June 14	44	Dunlop Pneumatic Tyre Co. Id. v. Creswell appl. of Pitffs. from order of Mr. Justice Buckley, dated Aug. 6, 1901 August 7	68	Holmstead Cooper appl. of Pitff. from order of Mr. Justice Cozens-Hardy, dated July 30, 1901 October 31
24	In re The Companies' Acts, 1862 to 1900 and In re Crichton's Oil Co. Id. (In voluntary liquidation) appl. of David Crichton from order of Mr. Justice Wright, dated May 15, 1901 June 15	45	(Richards de Winton) Richards Evans appl. of Pitff. from order of Mr. Justice Kekewich, dated July 4, 1901 August 8	69	Byrne Reid appl. of Pitff. from order of Mr. Justice Joyce, dated July 13, 1901 November 2
25	In re South Eastern Ry., &c. Act, 1862 (Bath) Bath appl. of John Smith Bath from order of Mr. Justice Kekewich, dated Jan. 17, 1901 June 19	46	Le Mesurier Le Mesurier appl. of Deft. from order of Mr. Justice Kekewich, dated July 17, 1901 August 8	70	Same Same appl. of Deft. S. C. Byrne from order of Mr. Justice Joyce, dated July 13, 1901 November 2
26	In re Hawthorne (High) Lynch appl. of Deft. A. J. Maskell from order of Mr. Justice Farwell, dated March 16, 1901 June 20	47	(The City Estates Co. Id. v. Jaffray) In re The City Estates Co. Id. & Jaffray's Contract appl. of Defts. from order of Mr. Justice Kekewich, dated July 17, 1901 August 9	71	Barnard Castle Urban District Council v. Wilson appl. of Pitffs. from order of Mr. Justice Buckley, dated August 5, 1901 November 5
27	In re Swan (Marshall) Hunter appl. of Deft. J. W. H. Swan from order of Mr. Justice Buckley, dated Feb. 19, 1901 June 27	48	The Wash-upon-Dearne Urban District Council v. Dearne Valley Waterworks Co. appl. of Pitffs. from order of Mr. Justice Cozens-Hardy, dated July 25, 1901 August 10	72	In re Walker & Oakshott and the V. & F. Act, 1874 appl. of F. Walker & anr. from order of Mr. Justice Kekewich, dated June 20, 1901 (produce order) November 13
28	In re Madcock (Llewelyn) Washington appl. of Defts. H. Barker, spinster, and ora. from order of Mr. Justice Kekewich, dated June 5, 1901 July 3	49	Chaytor Trotter appl. of Pitff. from order of Mr. Justice Kekewich, dated July 7, 1901 August 12	73	The National Co. for the Distribution of Electricity by Secondary Generators v. Gibbs appl. of Deft. H. O. Ruelle from order of Mr. Justice Cozens-Hardy, dated July 11, 1901 November 13
29	Greet Ord appl. of Deft. from order of Mr. Justice Farwell, dated June 15, 1901 (security ordered) July 11	50	Atkins & Applegarth v. The Castner Kallner Alkali Co. Id. appl. of Pitffs. from order of Mr. Justice Buckley, dated May 16, 1901 August 13	74	In re Lloyd (Lloyd) L'oyd appl. of R. L. Allen & anr. from order of Mr. Justice Farwell, dated Nov. 1, 1901 November 15
30	Savill Bros. Id. Bethell appl. of Deft. from order of Mr. Justice Buckley, dated April 24, 1901 July 12	51	Robinow The London & Northern Bank Id. appl. of Defts. from order of Mr. Justice Buckley, dated Aug. 7, 1901 August 13	75	In re Sutton (Lewis) Sutton appl. of Pitffs. from order of Mr. Justice Buckley, dated July 23, 1901 November 18
31	In re Irvine & Coles' Contract & V. & P. Act, 1874 appl. of Duncan Irvine from order of Mr. Justice Cozens-Hardy, dated July 8, 1901 July 13	52	Thomas Thomas appl. of Pitff. from order of Mr. Justice Buckley, dated July 1, 1901 (produce order) August 13	76	In re Hotham (Hotham) Doughty appl. of Pitff. from order of Mr. Justice Cozens-Hardy, dated Nov. 2, 1901 November 19
32	Trollope Gems appl. of Deft. from order of Mr. Justice Farwell, dated April 18, 1901 July 18	53	Rowland Chapman and other Actions consolidated appl. of Pitff. from order of Mr. Justice Buckley, dated July 11, 1901 August 14	77	In re Duvall (Corbett) Duvall appl. of Deft. A. C. Duvall from order of Mr. Justice Cozens-Hardy, dated October 25, 1901 December 3
33	The Union Lighterage Co. Id. v. London Graving Dock Co. Id. appl. of Defts. from order of Mr. Justice Cozens-Hardy, dated April 26, 1901 July 18	54	J. Ambler & Sons Id. v. Mayor, &c. of Bradford appl. of Pitffs. from order of Mr. Justice Joyce, dated Aug. 3, 1901 (Interlocutory Appeal, No. 3, to come on with this, by order) August 16	78	In re Hey (Perkins) Hey appl. of Defts. G. Hey & anr. from order of Mr. Justice Byrne, dated Oct. 25, 1901 December 4
34	In re Puckett & Smith's Contract & V. & P. Act, 1874 appl. of R. C. Puckett & anr. from order of Mr. Justice Kekewich, dated June 29, 1901 July 24	55	In re Fish (Prestige) Lea appl. of Deft. Jessy Lea from order of Mr. Justice Byrne, dated June 8, 1901 August 17	79	In re The Registered Trade Marks, Nos. 915, 916 and 31,837 of Messrs. Bass, Ratcliff & Gtton Id. and Patents, Designs, &c. Acts. appl. of Bass, Ratcliff & Gtton from order of Mr. Justice Kekewich, dated Nov. 28, 1901 December 5
35	Ashworth English Card Co. appl. of Pitff. from order of Mr. Justice Joyce, dated June 22, 1901 July 26	56	Afialo Lawrence & Bullen Id. appl. of Defts. from order of Mr. Justice Joyce, dated July 31, 1901 August 20	80	In re The Registered Trade Marks, Nos. 2, 27,791, 31,839, 31,840, 43,808, 43,809, and 53,935 of Messrs. Bass, Ratcliff & Gtton Id. and Patents, &c. Acts appl. of Bass, Ratcliff & Gtton Id. from order of Mr. Justice Kekewich, dated Nov. 28, 1901 December 5
36	In re Moore (Prior) Moore appl. of Deft. S. T. Moore (Infant), by F. S. Lowhis, guardian ad litem, from order of Mr. Justice Joyce, dated March 14, 1901 July 27	57	Lord Hastings The North Eastern Ry. Co. appl. of Defts. from order of Mr. Justice Byrne, dated Aug. 8, 1901 (s.o. Trinity Sittings) August 28	81	In re Lewis (Thomas Hedley) Hedley Thomas appl. of M. A. Hedley & anr. from order of Mr. Justice Cozens-Hardy, dated Nov. 7, 1901 December 6
37	In re Whitmore (Walters) Harrison appl. of Deft. A. S. Harrison from order of Mr. Justice Byrne, dated July 4, 1901 July 27	58	In re Bryce Brown, dec. (Brown) Gedney appl. of Defts. from order of Mr. Justice Kekewich, dated Aug. 1, 1901 August 29		
38	Pikington Yeakley Vacuum Hammer Co. appl. of Defts. from order of Mr. Justice Kekewich, dated July 25, 1901 (security ordered) July 29	59	In re Magdalen College, Oxford (The London County Council & The President, &c. of St. Mary Magdalen College, Oxford) appl. of The London County Council from order of Mr. Justice Cozens-Hardy, dated August 8, 1901 September 2		
		60	In re Wood (Wood) Wood appl. of Pitff. from order of Mr. Justice Kekewich, dated Aug. 2, 1901 October 1		
		61	Sproat Marchese appl. of Pitff. from order of Mr. Justice Buckley, dated July 30, 1901 October 2		
		62	In re The Companies' Acts, 1862 to 1893, and In re		

1902.

In the Matter of Thomas Jameson's Letters Patent, No. 15,212 of 1894 and in the Matter of Patents, Designs &



SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1902.

		COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
		APPEAL COURT.	APPEAL COURT.	CHANCERY COURT, I.	CHANCERY COURT, II.
		(IN APPEAL COURT No. I.)	(IN APPEAL COURT No. II.)	Before Mr. Justice KEKEWICH.	Before Mr. Justice BYRNE.
		<i>Final, Interlocutory and New Trial Appeals from the King's Bench Division, Final and Interlocutory Appeals from the Admiralty Division, and Cases in In re The Workmen's Compensation Act, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.</i>	<i>Final and Interlocutory Appeals from the Chancery Division, the Probate and Divorce Division, Bankruptcy and Lunacy Appeals and Appeals from the Lancaster and Durham Palatine Courts, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.</i>	Except when other Business is advertised in the Daily Cause List Mr. Justice KEKEWICH will take actions with Witnesses daily throughout the Sittings to the exclusion of other Business.	Except when other Business is advertised in the Daily Cause List Mr. Justice BYRNE will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.
TUESDAY,	April 8	.	.	.	.
WEDNESDAY	" 9	.	.	.	.
THURSDAY	" 10	.	.	.	.
FRIDAY	" 11	.	.	.	.
SATURDAY	" 12	.	.	.	.
MONDAY	" 14	.	.	.	.
TUESDAY	" 15	.	.	.	.
WEDNESDAY	" 16	.	.	.	.
THURSDAY	" 17	.	.	.	.
FRIDAY	" 18	.	.	.	.
SATURDAY	" 19	.	.	.	.
MONDAY	" 21	.	.	.	.
TUESDAY	" 22	.	.	.	.
WEDNESDAY	" 23	.	.	.	.
THURSDAY	" 24	.	.	.	.
FRIDAY	" 25	.	.	.	.
SATURDAY	" 26	.	.	.	.
MONDAY	" 28	.	.	.	.
TUESDAY	" 29	.	.	.	.
WEDNESDAY	" 30	.	.	.	.
THURSDAY,	May 1	.	.	.	.
FRIDAY	" 2	.	.	.	.
SATURDAY	" 3	.	.	.	.
MONDAY	" 5	.	.	.	.
TUESDAY	" 6	.	.	.	.
WEDNESDAY	" 7	.	.	.	.
THURSDAY	" 8	.	.	.	.
FRIDAY	" 9	.	.	.	.
SATURDAY	" 10	.	.	.	.
MONDAY	" 12	.	.	.	.
TUESDAY	" 13	.	.	.	.
WEDNESDAY	" 14	.	.	.	.
THURSDAY	" 15	.	.	.	.
FRIDAY	" 16	.	.	.	.

KING'S BENCH COURT, I.

Before Mr. Justice SWINFEN EADY.

Except when other Business is advertised in the Daily Cause List Mr. Justice SWINFEN EADY will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

SUPREME COURT OF JUDICATURE.

EASTER SITTINGS, 1902.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

Before  
Mr. Justice FARWELL.

- Motions and General Paper . . .
- General Paper . . .
- Ditto . . .
- Motions and General Paper . . .
- Liverpool and Manchester Business
- Sitting in Chambers . . .
- Short Causes, Petitions, and General Paper.
- General Paper . . .
- Ditto . . .
- Motions and General Paper . . .
- Short Causes, Petitions, and General Paper.
- Sitting in Chambers . . .
- General Paper . . .
- Ditto . . .
- Ditto . . .
- Motions and General Paper . . .
- Manchester and Liverpool Business
- Sitting in Chambers . . .
- Short Causes, Petitions, and General Paper.
- General Paper . . .
- Ditto . . .
- Motions and General Paper . . .
- Short Causes, Petitions, and General Paper.
- Sitting in Chambers . . .
- General Paper . . .
- Ditto . . .
- Ditto . . .
- Motions and General Paper . . .
- Liverpool and Manchester Business
- Sitting in Chambers . . .
- Short Causes, Petitions, and General Paper.
- General Paper . . .
- Motions and General Paper . . .
- Remaining Motions . . .

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.

N.B.—The following Papers on Fur. Con. are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.

CHANCERY COURT, IV.

Before  
Mr. Justice BUCKLEY.

- Motions and Non-Witness List . . .
- Companies' Acts and Non-Wit. List.
- Non-Witness List . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Companies' Acts and Non-Wit. List.
- Non-Witness List . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Companies' Acts and Non-Wit. List.
- Non-Witness List . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Companies' Acts and Non-Wit. List.
- Non-Witness List . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Companies' Acts and Non-Wit. List.
- Non-Witness List . . .
- Motions and Non-Witness List . . .
- Remaining Motions (if any) and Non-Witness List.

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. The necessary Papers, including Two Copies of minutes of the proposed Judgment or Order, must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper. In default the Cause will not be put in the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate. These must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

CHANCERY COURT, III.

Before  
Mr. Justice JOYCE.

- Motions and Non-Witness List . . .
- Non-Witness List . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Non-Witness List . . .
- Ditto . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Non-Witness List . . .
- Ditto . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Non-Witness List . . .
- Ditto . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Short Causes, Petitions, Procedure Summons, & Non-Witness List.
- Sitting in Chambers . . .
- Non-Witness List . . .
- Ditto . . .
- Motions and Non-Witness List . . .
- Non-Witness List . . .

The Witness Actions retained by Mr. Justice Joyce will be taken from time to time as the state of the Non-Witness List may permit. Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including two Copies of the Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the Cause is to be put into the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

TUESDAY, April	8
WEDNESDAY	" 9
THURSDAY	" 10
FRIDAY	" 11
SATURDAY	" 12
MONDAY	" 14
TUESDAY	" 15
WEDNESDAY	" 16
THURSDAY	" 17
FRIDAY	" 18
SATURDAY	" 19
MONDAY	" 21
TUESDAY	" 22
WEDNESDAY	" 23
THURSDAY	" 24
FRIDAY	" 25
SATURDAY	" 26
MONDAY	" 28
TUESDAY	" 29
WEDNESDAY	" 30
THURSDAY, May	1
FRIDAY	" 2
SATURDAY	" 3
MONDAY	" 5
TUESDAY	" 6
WEDNESDAY	" 7
THURSDAY	" 8
FRIDAY	" 9
SATURDAY	" 10
MONDAY	" 12
TUESDAY	" 13
WEDNESDAY	" 14
THURSDAY	" 15
FRIDAY	" 16

[Continued from page 99.]

- 82 Byrne The Millom & Askam Hematite Iron Co. ld. appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 20, 1901 December 6
- 83 (In re Martin) Martin appl. of Deft. from order of Mr. Justice Buckley, dated Nov. 19, 1901 December 9
- 81 Brickwell Gilbert appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 22, 1901 December 10
- 85 Brazier Glasspool appl. of Deft. from order of Mr. Justice Byrne, dated Nov. 27, 1901 (produce order) December 10
- 86 (In re Cabot) Cabot Erisker (Cabot) Purnes appl. of Deft. F. P. Cabot from order of Mr. Justice Kekewich, dated Dec. 4, 1901 (produce order) December 11
- 87 (In re Ford) Ford Ford appl. of Pltff. & anr. from order of Mr. Justice Buckley, dated Nov. 7, 1901 December 11
- 88 Morgan Pool appl. of Pltff. from order of Mr. Justice Byrne, dated Dec. 7, 1901 December 14
- 89 Harrington Steel appl. of Deft. from order of Mr. Justice Kekewich, dated Dec. 12, 1901 December 17
- 90 (In re Hunt) Leppard (Leppard) Morgan Pollard & Settled Land Acts appl. of Pltffs. from order of Mr. Justice Farwell, dated Aug. 5, 1901 (produce order—security ordered) December 17
- 91 Eumney The Kent Coal, Finance & Development Co. ld. appl. of Pltff. from order of Mr. Justice Byrne, dated August 2, 1901 (produce order) December 18
- 92 In re The Companies' Acts, 1882 to 1890 and In re The Coolgardie Gold Fields ld. appl. of E. J. Wickenden from order of Mr. Justice Wright, dated Dec. 12, 1901 December 20
- 93 (In re Huxtable) Huxtable Crawford appl. of Attorney-Gen. from order of Mr. Justice Farwell, dated Nov. 22, 1901 December 28
- 94 Bennett Stone appl. of Pltff. from order of Mr. Justice Buckley, dated Nov. 13, 1901 December 31
- 1902.**
- 95 (In re Mackenzie) Bain Mackenzie appl. of Deft. C. L. Macay from order of Mr. Justice Farwell, dated October 25, 1901 January 3
- 96 (The London & North Western Ry. Co. v. The Mayor, &c. of the City of Westminster) appl. of Pltffs. from order of Mr. Justice Joyce, dated Nov. 19, 1901 January 3
- 97 (Same) Same appl. of Defts. from order of Mr. Justice Joyce, dated Nov. 19, 1901 January 8
- 98 (In re Lewthwaite) Braithwaite Lewthwaite appl. of Deft. J. Lewthwaite from order of Mr. Justice Buckley, dated Dec. 10, 1902 January 9
- 99 Badham Williams appl. of Pltff. from order of Mr. Justice Kekewich, dated Jan. 14, 1902 January 21
- 100 (In re Miss A. J. Masterson, dec.) Trevanion Dumas & ors. appl. of Deft. & ors. from order of Mr. Justice Byrne, dated Aug. 6, 1901 January 28
- 101 Ainsworth & ors. v. Wilding & ors. appl. of Pltffs. from order of Mr. Justice Joyce, dated Aug. 3, 1901 January 28
- 102 (In re John Fisher, dec.) J. Fisher, T. Cox & Annie Murry (widow) v. Thomas Steel appl. of Alice Fisher from order of Mr. Justice Buckley, dated Oct. 31, 1901 January 28
- 103 S. A. M. Ga'r (widow) v. A. Tolhurst & ors. appl. of Pltff. from order of Mr. Justice Kekewich, dated Nov. 7, 1901 January 29
- 104 Wright Carter & ors. appl. of Pltff. from

- 105 Lewis Banco appl. of Deft. from order of Mr. Justice Kekewich, dated Nov. 4, 1901 February 3
- 106 Sebastian Ziana de Ferrant v. The British Thompson Houston Co. ld. appl. of Pltff. from order of Mr. Justice Swinfen Eady, dated Jan. 30, 1902 February 10
- 107 The Acetylene Illuminating Co. ld. & anr. v. The United Alkali Co. ld. appl. of Pltffs. from order of Mr. Justice Buckley, dated Feb. 3, 1902 (produce order) February 11
- 108 In the Matter of The Co.'s Act, 1882 to 1890, and In the Matter of The Birthday Amalgamated of Western Australia ld. (in voluntary liquidation) appl. of M. C. Mahon & ors. from refusal of Mr. Justice Byrne, dated Jan. 16, 1902 (produce order) February 12
- 109 (Findlater) Newman appl. of Pltff. from order of Mr. Justice Kekewich, dated Feb. 11, 1902 February 12
- 110 (Same) Same appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 11, 1902 March 12
- 111 J. W. Green ld. v. Hill appl. of Pltffs. from order of Mr. Justice Buckley, dated Feb. 10, 1902 (produce order) February 24
- 112 Parker Stanley appl. of Deft. from order of Mr. Justice Farwell, dated Feb. 8, 1902 (produce order) February 27
- 113 Bottom Lodge & Harper ld. appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 18, 1902 (produce order) February 28
- 114 (In re Day, dec.) Day Sprake appl. of Deft. from order of Mr. Justice Cozens-Hardy, dated July 2, 1902 March 1
- 115 (In re Craze) Balfour Craze appl. of Deft. from order of Mr. Justice Joyce, dated Feb. 10, 1901 March 1
- 116 (In re John Scott, dec.) Langton Scott appl. of A. Langton & ors. from order of Mr. Justice Kekewich, dated Jan. 14, 1902 March 3
- 117 Evans, Williams & ors. v. Byron & ors. appl. of Defts. from order of Mr. Justice Byrne, dated Feb. 12, 1902 (produce order) March 5
- 118 Patent Exploitation v. Siemens Bros. & Co. ld. appl. of Pltffs. from order of Mr. Justice Buckley, dated Jan. 31, 1902 (produce order) March 6
- 119 In re Aldam's Settled Estates & Settled Land Acts, 1882, &c. appl. of W. W. Aldam from order of Mr. Justice Byrne, dated Jan. 15, 1902 (15 April, after a part heard, by order) March 7
- 120 Joseph Joseph appl. of Pltff. Morris from order of Mr. Justice Kekewich, dated Feb. 27, 1902 (produce order) March 13
- 121 Meyer & anr. Green appl. of Pltff. from order of Mr. Justice Buckley, dated Jan. 28, 1902 March 13
- 122 Kopp Rosenwald appl. of Deft. from order of Mr. Justice Buckley, dated March 5, 1902 (produce order) March 17
- 123 In the Matter of the Registered Trade Mark, No. 107,354 in Class 23 of A. & A. Crompton & Co. ld. and In the Matter of the Patents, Designs & Trade Mark Acts, 1883 to 1888 appl. of A. Grandage and ors. from order of Mr. Justice Swinfen Eady, dated March 6, 1902 March 18
- 124 (In re Parkin) Fisher Parkin appl. of deft. D. E. Parkin (an infant) from order of Mr. Justice Kekewich, dated Jan. 29, 1902 March 19
- 125 In the Matter of the Companies' Acts, 1869 to 1893, and In the Matter of Bancroft & Co. ld. appl. of Messrs. Harrison & Stead, Liquidators, from order of Mr. Justice Buckley, dated Feb. 18, 1902 March 19

- 126 Bickmore Dimmer (Liverpool D.E.) appl. of Deft. from order of Mr. Justice Farwell, dated March 11, 1902 (produce order) March 21
- 127 (In re Alexander's Trusts) Alexander Shuter appl. of Defta. C. S. Shuter and anr. from order of Mr. Justice Kekewich, dated Jan. 23, 1902 March 21
- 128 (In re Jaques, dec.) Hodgson Bralsby & ors. appl. of Deft. Amis Todd from order of Mr. Justice Buckley, dated Feb. 24, 1902 March 21
- 129 In re Letters Patent, No. 5,839 of 1897 and in re The Patents, &c. Acts, 1883 & 1888 appl. of Petr. J. Croft & Sons and anr. from order of Mr. Justice Buckley, dated March 1, 1902 (produce order) March 21
- 130 Stagg The Midway (Upper) Navigation Co. appl. of Pltff. from order of Mr. Justice Swinfen Eady, dated March 14, 1902 March 21

*From the Chancery, Probate, and Divorce Divisions.*

INTERLOCUTORY LIST.

- 1 Hoxton Brewery Co. ld. v. Henry Lovibond & Son ld. appl. of Defta. Henry Lovibond & Son ld. from order of Mr. Justice Farwell, dated Feb. 1, 1902 (produce order) March 1
- 2 Williams Ingram appl. of Pltffs. from order of Mr. Justice Byrne, dated Feb. 26, 1901 (produce order) March 5
- 3 J. Ambler & Sons ld. v. Mayor, &c. of Bedford appl. of Defta. from order of Mr. Justice Joyce, dated Aug. 3, 1901 (to come on with No. 1, Final List—produce order) August 15, 1902.
- 4 Isach Hassin Abdu Harari & ors. appl. of Defta. from order of Mr. Justice Swinfen Eady, dated Jan. 17, 1901 January 22
- 5 In the Matter of the Bishop's Castle Ry. Co. and in re the Ry. Co.'s Act, 1867 appl. of Appellant W. F. Beddoes from an order of Mr. Justice Kekewich, dated Feb. 1, 1902 (produce order) February 12
- 6 Saunders Great Western Ry. appl. of Pltff. from order of Mr. Justice Swinfen Eady, dated Feb. 28, 1902 (part heard) March 1
- 7 In the Matter of the Cos.' Acts, 1882 to 1893 and in the Matter of the London & Northern Bank ld. appl. of J. D. Haddock from order of Mr. Justice Byrne, dated Feb. 7, 1902 (produce order) March 11
- 8 (In the Matter of Thomas Downs, dec.) W. H. Gillett R. H. Barker appl. of Pltff. to person, from order of Mr. Justice Kekewich, dated Feb. 24, 1902 March 11
- 9 (In re Adamson) Leigh Adamson appl. of Pltff. & Deft. from part of order of Mr. Justice Kekewich, dated Feb. 29, 1902 (produce order) March 21

*From the Probate and Divorce Divisions.*

FINAL LIST.

1901.

- 1 (Divorce) W. N. Abdy appl. of Petr. from order of The President, dated Jan. 14, 1901 March 21
- 2 (Probate) Edmondson Edmondson appl. of Pltff. from order of Mr. Justice Barnes, dated March 28, 1901 June 12
- 3 (Divorce) F. A. H. Auger, Petr. v. A. L. Auger, Resp.

- A. H. B. Johnson, Co-Respt. appl. of Respt. from order of Mr. Justice Barnes, dated July 4, 1901 August 3
- 4 { Probate  
Crickett Crickett, Eliz. Crickett, Intervener appl. of Intervener from order of The President, dated July 25, 1901 August 3
- 5 { Probate  
Crickett Crickett, Eliz. Crickett, Intervener appl. of Pltff. from order of The President, dated July 25, 1901 August 3
- 6 { Divorce  
Kaye Kaye appl. of Respt. from order of Mr. Justice Barnes, dated August 8, 1901 October 21
- 7 { Divorce  
N. W. Blood C. B. Blood appl. of Applt. N. W. Blood from order of Mr. Justice Barnes, dated November 18, 1901 December 20

From the County Palatine Court of Lancaster.

GENERAL LIST.

1901.

- 1 In re Webster & Jones & P. Act, 1874, &c. appl. of James Webster & anr. from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 18, 1901, and cross-notice of appl. of Respt., dated Dec. 3, 1901 November 30

From the King's Bench Division.

(In Bankruptcy.)

- 1 In re A Debtor (expte. The Debtor), No. 1191 of 1901 from a receiving order made by Mr. Registrar Linklater, dated 28th November, 1901 part heard
- 2 In re A Debtor (expte. The Debtor), No. 1,191 of 1901 from a receiving order made by Mr. Registrar Linklater, dated 28th November, 1901
- 3 In re A Debtor (expte. The Debtor), No. 1116 of 1902 from a receiving order made by Mr. Registrar Linklater, dated 12th March, 1902
- 4 In re A Debtor (expte. The Debtor), No. 1,490 of 1899 from an order made by Mr. Registrar Brougham, dated the 28th February, 1902, refusing to approve a Composition
- 5 In re A Debtor (expte. The Debtor), No. 305 of 1902 from an order made by Mr. Registrar Hope, dated 28th February, 1902, dismissing with costs an application to set aside a Bankruptcy Notice
- 6 In re Betty, A. T. H. K. (expte. The Bankrupt) from an order made by Mr. Registrar Giffard, dated 4th March, 1902, refusing to rescind the receiving order

From the King's Bench Division.

FOR HEARING.

FINAL LIST.

1899.

- 1 Howlands (Applt.) v. Miller (Respt.) *Crown Side* appl. of Respt. from judgt. of Justices Lawrance and Channell, dated February 17, 1899 (security ordered) March 3

1900.

- 2 Short Foss appl. of Defts. from judgt. of Mr. Justice Lawrance, dated Oct. 28, 1899, without a jury, Middlesex (security ordered) January 27

- 3 Kerin (widow) & ors. v. Weston appl. of Pltffs. from judgt. of Mr. Justice Phillimore, dated March 18, 1900 (security ordered) June 16
- 4 McGrath Elder, Dempster & Co. appl. of Pltff. from judgt. of The Judge of the Court of Passage (Liverpool), dated July 11, 1900 (security ordered) August 1
- 5 Cathcart Jacobs appl. of Pltff. from judgt. of Mr. Justice Day, dated Dec. 17, 1900, without jury, Middlesex (s.o. until after Petition in Lunacy disposed of by order) December 28

1901.

- 6 The London County Council v. The Urban District Council of Acton appl. of Deft. from judgt. of Mr. Justice Ridley, dated Dec. 14, 1900, without a jury, Middlesex (produce order) March 27
- 7 Moorby The Mayor, Aldermen & Citizens of the City and County of Kingston-upon-Hull appl. of Defts. from judgt. of Mr. Justice Lawrance, without a jury, dated April 2, 1901 May 1
- 8 Hainsworth British Workman's and General Assoe. Co. ld. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated April 18, 1901, and special jury, Leeds May 8
- 9 The Zillah Shipping Co. ld. v. The Milland Ry. Co. (*Crown Side*) appl. of Defts. from judgt. of The Lord Chief Justice and Mr. Justice Lawrance, dated April 18, 1901 May 8
- 10 In re an Arbitration between Henry Tyrer and Co. of the one part & Hessler & Co., owners of the other part appl. of Hessler & Co. from judgt. of Justices Kennedy & Phillimore, dated May 2, 1901 May 21
- 11 Day & anr. Powell & anr. appl. of Pltff. from judgt. of Mr. Justice Channell, dated April 12, 1901, without jury, Middlesex May 21
- 12 Gros & ors. Barnett appl. of Deft. from judgt. of Mr. Justice Grantham, dated May 22, 1901 May 22
- 13 Rev. G. N. Herbert, Applt. v. J. A. M. Qnade (Surveyor of Taxes), Respt. (*Revenue Side*) appl. of Respt. from judgt. of Justices Kennedy and Phillimore, dated May 9, 1901 part heard (s.o. for additional facts) May 21
- 14 Gates & ors. Bill appl. of Deft. from judgt. of Mr. Justice Ridley, dated May 14, 1901, with a jury May 24
- 15 The Caridal Copper Mining Co. ld. v. Swallow appl. of Defts. from judgt. of Mr. Justice Wright, dated May 14, 1901 May 24
- 16 In re an Arbitration between the owners of the Steamship Isok and Fred Drug-horn appl. of Deft. from judgt. of Justices Kennedy and Phillimore, dated May 17, 1901 May 29
- 17 Martingell Brown appl. of Pltff. from judgt. of Justices Eildy and Phillimore, dated May 21, 1901 May 29
- 18 Aktieselskabet Shakespeare v. C. J. Ekman & Co. appl. of Pltff. from judgt. of Mr. Justice Bigham and Commercial Court, dated March 6, 1901 May 30
- 19 Patrick Igoe (Appellants) v. Thomas Thornhill Shann and ors., JJ. of the Peace for the County and City of Manchester (Respts.) *Crown Side* appl. of Respts. from judgt. of The Lord Chief Justice & Mr. Justice Lawrance, dated May 7, 1901 May 31
- 20 (In re an Arbitration) The Bwiffa & Merthyr Dare Steam Collieries (1891) ld. v. The Pontypridd Water-works Co. appl. of Defts. from judgt. of Justices Ridley and Phillimore, dated May 22, 1901 June 5
- 21 The County Council of the Administrative County of Hertford v. The Rural District Council of Barnet appl. of Defts. from order of Mr. Justice Lawrance, dated May 17, 1901, without a jury, Middlesex June 13

- 22 (Lord Portsmouth and anr. v. The London and South Western Ry. Co. appl. of Pltffs. from judgt. of Mr. Justice Darling, dated May 22, 1901, without a jury, Middlesex June 24
- 23 Same Same appl. of Defts. from judgt. of Mr. Justice Darling, dated May 22, 1901 June 24
- 24 The Turnchapel Wharves & Warehouses ld. v. Pitts, Son & King ld. appl. of Defts. from judgt. of Mr. Justice Grantham, dated June 15, 1901, with a special jury, Middlesex June 25
- 25 John Marshall The Royal Exchange Assoe. Corp'n. appl. of Pltff. from judgt. of Justices Ridley and Phillimore, dated May 22, 1901, with special jury, Middlesex June 25
- 26 New River Co. v. Assessment Committee of Hertford Union & ors. (*Crown Side*) appl. of Respts. from judgt. of Justices Ridley & Bigham, dated June 11, 1901 June 25
- 27 The Associated Portland Cement Manufacturers (1900) ld. & ors. v. T. Hurst appl. of Pltff. from judgt. of Mr. Justice Mathew, dated June 12, 1901, without a jury, Middlesex (Commercial List) June 26
- 28 Tolhurst The Associated Portland Cement Manufacturers (1900) ld. & ors. appl. of Defts. from judgt. of Mr. Justice Mathew, dated June 12, 1901, without a jury, Middlesex June 26
- 29 B. H. Abrahams v. Bullock appl. of Pltffs. from judgt. of Mr. Justice Ridley, dated June 6th, 1901, without a jury, Middlesex June 26
- 30 Gunn Showell's Brewery Co. ld. & ors. appl. of Defts. Showell's Brewery Co. ld. from judgt. of Mr. Justice Channell, dated June 7, 1901, without a jury, Middlesex Jun. 23
- 31 Squire Hussey appl. of Deft. from judgt. of Mr. Justice Grantham, dated June 8, 1901, without a jury, Middlesex (security order) June 28
- 32 Wertheim Thomas Owen & Co. ld. appl. of Pltff. from judgt. of Mr. Justice Bigham, dated May 7, 1901, and cross-notice of appeal by Defts. (from part of same order) without a jury, Middlesex July 1
- 33 The Corporation of the Royal Exchange Assurance v. Aktiesällskapet Aktie Bolaget Vegt appl. of Pltffs. from judgt. of Mr. Justice Bigham, dated June 15, 1901, without a jury, Middlesex July 4
- 34 Whitney Bowman appl. of Deft. from judgt. of Mr. Justice Channell, dated June 23, 1901, without a jury, Middlesex July 5
- 35 Favets Merry appl. of Pltff. from judgt. of Mr. Justice Ridley, dated June 25, 1901, without a jury, Middlesex July 5
- 36 Michel Day appl. of Pltff. from judgt. of Mr. Justice Ridley, dated June 26, 1901, without a jury, Middlesex July 5
- 37 Taylor Tombs and Same v. Same appl. of Pltffs. from judgt. of Mr. Justice Darling, dated July 4, 1901, with common jury, Middlesex (two actions consolidated, by order) July 8
- 38 Hedley Ripplin & ors. appl. of Pltff. from judgt. of Mr. Justice Darling, dated July 3, 1901, with common jury, Middlesex (security ordered) July 12
- 39 Vickers, Sons & Maxim ld. v. Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Defts. from judgt. of Mr. Justice Wright, Sir F. Peel and Viscount Cobham, dated July 10, 1901 July 13
- 40 Osborne Quarry Publishing Co. ld. appl. of Pltff. from judgt. of Mr. Justice Ridley, dated May 6, 1901, with a jury, Middlesex (security order) July 16
- 41 Pain Eros Macleay appl. of Deft. from judgt. of Mr. Justice Phillimore, dated July 3, 1901 July 16

- 42 Burdett & Harris v. Macleay appl. of Def. from Judgt. of Mr. Justice Phillimore, dated July 8, 1901, July 18
- 43 Daines, Adam & Co. v. Macleay appl. of Def. from Judgt. of Mr. Justice Phillimore, dated July 8, 1901 (s.o. 14 days after Pain Bros. above disposed of) July 18
- 44 Mercer The Liverpool, St. Helens & South Lancashire Ry. Co. appl. of Def. from Judgt. of The Lord Chief Justice, dated June 24, 1901, without a jury, Middlesex July 17
- 45 Tredegar Iron & Coal Co. ld. v. Hawthorn Bros. & Co. appl. of Pliffs. from order of Mr. Justice Phillimore, dated June 26, 1901, without a jury, Middlesex July 18
- 46 Rosenthal Bros. (Appellants) v. Reidfern & Son (Respondents) (Crown Side) appl. of Def. from Judgt. of Justices Channell & Bucknill, dated June 28, 1901 (security ordered) July 20
- 47 Steel, Young & Co. v. Grand Canary Coaling Co. appl. of Def. from Judgt. of Mr. Justice Phillimore, dated July 16, 1901 July 29
- 48 Charles Cammell & Co. v. The Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Midland Ry. Co. from Judgt. of Mr. Justice Wright, Sir F. Peel & Viscount Cobham, dated July 10, 1901 July 31
- 49 John Brown & Co. ld. v. The Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Midland Ry. Co. from Judgt. of Mr. Justice Wright, Right Hon. Sir F. Peel & Viscount Cobham, dated July 10, 1901 July 31
- 50 Mitchell Richard Evans & Co. ld. appl. of Def. from Judgt. of Mr. Justice Bucknill, dated July 26, 1901, without a jury August 2
- 51 Mediterranean & New York Steam Ship Co. v. Mackay appl. of Pliffs. from Judgt. of Mr. Justice Bucknill, dated July 6, 1901, with special jury, Manchester August 3
- 52 George Nelson & Sons v. James & Alexander Brown appl. of Pliffs. from Judgt. of Mr. Justice Mathew, dated July 30, 1901, without a jury August 5
- 53 Preston (trading as John Preston) v. Furness, Witby and Co. appl. of Defs. from Judgt. of Mr. Justice Mathew and cross-notice of appeal by Pliff. from same order, dated July 31, 1901, without a jury August 7
- 54 Nigel Gold, &c. Co. v. Harde appl. of Def. from Judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 7
- 55 The Kingswell Steamship Co. ld. v. F. W. Marten appl. of Pliffs. from Judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 7
- 56 Neustadt Lambert appl. of Def. from Judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 8
- 57 Handby Wolverhampton Race Course and Dunstall Park Club Co. ld. appl. of Pliff. from Judgt. of Mr. Justice Darling, dated July 24, 1901, without a jury, Stafford August 8
- 58 Robinson Gold Mining Co. ld. & ors. v. Alliance Marine and General Assce. Co. ld. appl. of Pliffs. from Judgt. of Mr. Justice Phillimore, dated July 16, 1901, without a jury, Middlesex August 9
- 59 C. H. A. Dougherty v. E. Richards & Co. appl. of Def. from Judgt. of Mr. Justice Darling, dated July 31, 1901, common jury, Middx. August 9
- 60 Elliott Longden appl. of Def. from Judgt. of Mr. Justice Phillimore, dated July 2, 1901, and common jury, Middlesex (security ordered) August 15
- 61 B. n. Graham & ors. (trading, &c.) v. The Commissioners of His Majesty's Works & Public Buildings appl. of Defs. from Judgt. of The Lord Chief Justice, dated Aug. 6, 1901, and special jury, Leeds August 15
- 62 Pearce Greening appl. of Def. from Judgt. of Mr. Justice Willis, dated Aug. 6, 1901, without jury, Exeter August 20
- 63 Carter Leyson appl. of Def. from Judgt. of Mr. Justice Phillimore, dated Aug. 6, 1901, without jury, Birmingham August 23
- 64 Curtis & Co. Head appl. of Def. from Judgt. of Mr. Justice Mathew, dated July 29, 1901, without jury, Middlesex August 23
- 65 The Steamship Carisbrook Co. ld. v. London & Provincial Marine & General Insee. Co. ld. appl. of Pliff. from Judgt. of Mr. Justice Mathew, dated Aug. 7, 1901, without jury, Middlesex August 31
- 66 Dunn & ors. Donald Currie & Co. & Bucknall Bros. appl. of Defs. Bucknall Bros. from Judgt. of Mr. Justice Mathew, dated Aug. 2, 1901, Middlesex August 10
- 67 Sir William Dunn & ors. v. Donald Currie & Co. & ors. appl. of Defs. Donald Currie & Co. from Judgt. of Mr. Justice Mathew, dated Aug. 2, 1901, without jury, Middlesex September 7
- 68 Molineux The London, Birmingham & Manchester Insee. Co. ld. appl. of Pliff. from Judgt. of Mr. Justice Phillimore, dated Aug. 6, 1901, without jury, Birmingham September 12
- 69 The Long Eaton Recreation Grounds Co. ld. v. The Midland Ry. Co. appl. of Defs. from Judgt. of Mr. Justice Lawrence, dated Aug. 12, 1901 (non-jury), Derby September 16
- 70 Ratcliff & Dealtry v. A. B. Mendelsohn appl. of Def. from Judgt. of Mr. Justice Mathew, dated Aug. 7, 1901 (non-jury), Middlesex September 16
- 71 Honikman Stopford & ors. appl. of Pliff. from Judgt. of Mr. Justice Darling, dated Aug. 9, 1901, non-jury, Middlesex October 9
- 72 H. F. Van Laun & Co. v. Baring Bros. ld. appl. of Pliffs. from Judgt. of Mr. Justice Bigham, dated July 3, 1901, non-jury, Middlesex October 9
- 73 Reid J. B. Lee & Sons & ors. appl. of Pliffs. from Judgt. of Mr. Justice Kennedy, dated Aug. 9, 1901, non-jury, Middlesex October 9
- 74 Scott & Horton Godfrey appl. of Def. from Judgt. of Mr. Justice Bigham (Commercial List) dated June 27, 1901, special jury, Middlesex October 23
- 75 Bridgwater & Smith v. Godfrey appl. of Def. from Judgt. of Mr. Justice Mathew (Commercial List), dated August 2, 1901 October 23
- 76 Wallis Chlorine Syndicate ld. v. American Alkali Co. ld. appl. of Defs. from Judgt. of Mr. Justice Grantham, dated July 6, 1901, with special jury, Middlesex October 23
- 77 The Mayor, &c. of Truro v. Rowe appl. of Pliffs. from Judgt. of Mr. Justice Willis, dated Aug. 16, 1901 October 23
- 78 Same Kemp appl. of Pliffs. from Judgt. of Mr. Justice Willis, dated August 5, 1901 October 23
- 79 Vogemann Zanzibar Steamship Co. ld. appl. of Pliff. from Judgt. of Mr. Justice Phillimore, dated July 15, 1901, without jury, Middlesex October 24
- 80 Renton & Co. Midland Ry. Co. & ors. (Railway and Canal Commission) appl. of Midland Ry. Co. from Judgt. of Mr. Justice Wright, Sir F. Peel, and Viscount Cobham, dated July 10, 1901 October 29
- 81 Lloyds Bank ld. Gerard Moseley appl. of Def. from Judgt. of Mr. Justice Willis, dated August 6, 1901, without a jury, Bristol October 31
- 82 Hoare & Co. ld. Met. Borough of Lewisham appl. of Defs. from Judgt. of Mr. Justice Lawrence, dated August 12, 1901, without a jury, Middx. November 1
- 83 Titchfield Bank ld. v. Irvin & ors. appl. of Pliffs. from Judgt. of Mr. Justice Darling, dated Nov. 2, 1901, without a jury, Middlesex November 11
- 84 Wyler The Ibo Investment Trust ld. appl. of Pliff. from Judgt. of Mr. Justice Walton, dated Oct. 31, 1901, without a jury, Middx. November 11
- 85 Cowan Coote & anr. appl. of Def. from Judgt. of Mr. Justice Willis, dated Nov. 2, 1901, non-jury, Middlesex November 11
- 86 Mayor of Westminster, Appit v. Edgemoor, Esq. (Crown Side) appl. of Def. from order of The Lord Chief Justice and Mr. Justice Bigham, dated Oct. 28, 1901 November 11
- 87 Ward Bros. James Hill & Sons appl. of Def. from Judgt. of Mr. Justice Willis, dated Aug. 6, 1901, without jury, Middlesex November 11
- 88 In the Matter of Casson F. Smith, a Solr., &c. in the Matter of the Solicitors Act, 1888 appl. of C. P. from Judgt. of Justices Kenna and Darling, dated Aug. 4, 1901 November 11
- 89 The Electrolytic Plating Apparatus Co. ld. v. Esch Holland Co. appl. of Defs. from Judgt. of Mr. Justice Bigham, dated Nov. 6, 1901, without jury, Middlesex November 11
- 90 Same John Birch & Sons ld. appl. of Defs. from Judgt. of Mr. Justice Ridley, dated Nov. 6, 1901, without a jury, Middlesex November 11
- 91 George Coates appl. of Def. from Judgt. of Mr. Justice Ridley, dated Nov. 7, 1901, without a jury, Middlesex November 11
- 92 Temple, Thomson & Clark v. Runnals & Co. Pliffs. from Judgt. of Mr. Justice Bigham (Commercial List), dated Nov. 6, 1901, without a jury, Middlesex November 11
- 93 Trustee of G. Mellor, a bankrupt v. Mas appl. of Def. from Judgt. of Mr. Justice Wright, dated Nov. 4, 1901, without a jury, Middlesex November 11
- 94 Sykes Curtis & ors. appl. of G. Mann (3rd party) from Judgt. of Mr. Justice Ridley, dated Nov. 6, 1901, without a jury, Middlesex November 11
- 95 Spooner & anr. Day appl. of Def. from Judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 11
- 96 Holt Wren appl. of E. Holt, Esq. from Judgt. of Mr. Justice Wainwright, dated Nov. 11, 1901, District Registry, Blackburn November 11
- 97 Bolton Pidsley & Co. appl. of Defs. from Judgt. of Mr. Justice Bigham, dated Nov. 16, 1901, without a jury, Middlesex (security ordered) November 11
- 98 Simon Hillam (trading, &c.) appl. of Def. from Judgt. of Mr. Justice Channell, dated Nov. 14, 1901, without a jury, Middlesex November 11
- 99 Cooke Payne appl. of Def. from Judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 11
- 100 Mills & Sparrow v. The Atlantic Transport Co. ld. appl. of Defs. from Judgt. of Mr. Justice Walton, dated Nov. 19, 1901, without a jury, Middlesex November 11
- 101 Zimblet & anr. Abrahams appl. of Pliff. from Judgt. of Mr. Justice Darling, dated Nov. 23, 1901, without a jury, Middlesex December 11
- 102 Lewis Berkeley & anr. appl. of Pliff. from Judgt. of Mr. Justice Darling, dated Nov. 14, 1901, without a jury, Middlesex December 11
- 103 Basset Maudslayi appl. of Def. from Judgt. of Mr. Justice Bigham, dated Nov. 26, 1901, without a jury, Middlesex December 11



Phillip	Bennett & Co. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Nov. 29, 1901, without a jury, Middlesex	December 6	126 Shaw	Siebtham appl. of Deft. from judgt. of Mr. Justice Wills, dated Jan. 13, 1902, with a jury, Manchester	January 17	145 Heath, Ada Maud (a married woman) v. Wheeler Percy York appl. of Pittf. from judgt. of Mr. Justice Walton, dat-d Feb. 10, 1902 (Jury discharged)	February 28
Wilcock	Greig appl. of Pittf. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex	December 6	127 Countess Essarts	v. Whinney appl. of Pittf. from judgt. of Mr. Justice Wright, dated Jan. 18, 1902, non-jury, Middlesex	January 24	146 The West Hartlepool Steam Navigation Co. ld. v. Tagart, Beaton & Co. appl. of Pittfs. from judgt. of Mr. Justice Walton, dated Feb. 24, 1902, non-jury, Middlesex	February 28
In re an Arbitration between Lord Mostyn and F. H. Fitzsimmons	appl. of Lord Mostyn from order of Mr. Justice Wright (special case), dated Nov. 27, 1901	December 11	128 The Attorney-Gen. (Informant) v. The Hon. Henry John Baron Montagu (Revenue Side) appl. of Deft. from order Mr. Justice Phillimore, dated Jan. 15, 1902	January 25	147 McDowall	The Great Western Ry. Co. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated Feb. 20, 1902, special jury, Haverfordwest (jur. con. in London)	March 4
The Mutual Loan Fund Assoc. ld. v. Friend	appl. of Pittfs. from judgt. of Mr. Justice Darling, dated Nov. 30, 1901, without a jury, Middlesex	December 12	129 Wakefield Corpn. v. Cooke & ora. appl. of Defts. from judgt. of The Lord Chief Justice, and Justices Darling & Channell, dated Dec. 16, 1901	January 28	148 The Attorney-Gen. v. The Rev. Arthur Newton Johnson (Revenue Side) appl. of Informant from judgt. of Mr. Justice Phillimore, dated Jan. 15, 1902	March 5	149 John Kirkwood v. Carroll & Cutler appl. of Defts. from judgt. of Mr. Justice Wright, dated Nov. 25, 1901
Harris & Co. v. Davis & Co. ld. & anr. appl. of Pittfs. from judgt. of Mr. Justice Wright, dated Dec. 6, 1901, without a jury, Middlesex		December 13	130 The Mayor & ors. of the Borough of Southampton v. Lord appl. of Deft. from judgt. of Mr. Justice Wright, dated Jan. 16, 1902, non-jury, Middx.	January 30	150 Bowater & Sons v. Mirror of Life Co. ld. and The Topical Times Co. ld. (3rd party) appl. of 3rd party from judgt. of Mr. Justice Kennedy, dated March 4, 1902, non-jury, Middlesex	March 11	151 Fowler ld. Steiger & ora. appl. of Defts. from judgt. of Mr. Justice Jelf, dated Feb. 26, 1902
Wyatt	The London County Council appl. of Defts. from judgt. of Mr. Justice Wright, dated Dec. 9, 1901, without a jury, Middlesex	December 13	131 The British Oil Cake Mills ld. (Appellan's) v. The Commrs. of Inland Revenue (Receipts.) (Revenue Side) appl. of Appltts. from order of Mr. Justice Phillimore, dated Jan. 29, 1902	January 31	152 Hammond	The Midland Ry. Co. appl. of Defts. from judgt. of Mr. Justice Bigham, dated March 3, 1902, and special jury, Nottingham	March 13
Hanfstaengl	The British Telescope & Biograph Co. ld. appl. of Pittf. from judgt. of Mr. Justice Phillimore, dated Dec. 4, 1901, with a common jury, Middlesex	December 19	132 Cheverton Brown v. Brooke appl. of Deft. from judgt. of Mr. Justice Ridley, dated Dec. 17, 1901, non-jury, Middlesex	February 1	153 Arthur Anderson v. Thomas Rayner appl. of Deft. from judgt. of Mr. Justice Wills, dated Feb. 26, 1902, non-jury, Liverpool	March 15	154 Underhill
Green	Lydall & anr. appl. of Pittf. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex (secondly ordered)	December 20	133 In re an Arbitration between Haecoull & Co. and L. Guert ld. appl. of Defts. from judgt. of Mr. Justice Wright, dated Jan. 29, 1902	February 4	155 Enright	Redmond appl. of Pittf. from judgt. of Mr. Justice Darling, dated Jan. 18, 1902, non-jury, Middlesex	March 19
Charrington, Sells, Dale & Co. v. The Midland Ry. Co. (Railway & Canal Commission) appl. of Defts. from order of Mr. Justice Wright, Sir F. Peel and Viscount Cobham, dated Dec. 5, 1901		December 23	134 F. Harrison & Co. v. John Peterson & ora. and Foster and McDowan v. John Peterson & ora. (consolidated) appl. of Defts. from judgt. of Mr. Justice Bigham, dated Jan. 23, 1902	February 5	156 The New Zealand Mines Trusts ld. v. Heath appl. of Defts. from judgt. of Mr. Justice Darling, dated March 21, 1902, non-jury, Middlesex	March 21	157 David Mac Iver & Co. ld. v. The Tate Steamers ld. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated March 1, 1902, non-jury, Middlesex
Hay	Veale appl. of Deft. from judgt. of Mr. Justice Lawrence, dated Dec. 18, 1901, non-jury, Middx.	December 23	135 Mexican Rosario Mining Co. ld. v. Kennedy appl. of Deft. from judgt. of Mr. Justice Phillimore, dated Feb. 6, 1902, non-jury, Middlesex	February 8	158 Rex	The Urban District Council of Newbiggin (Crown Side) appl. of Prosecutors from Justices Darling and Channell, dated March 11, 1902	March 22
Hawt	Prust appl. of Deft. from judgt. of Mr. Justice Walton, dated Dec. 10, 1901, common jury, Middlesex	December 30	136 Simpson	Teignmouth & Shaldon Bridge appl. of Deft. Co. from judgt. of Mr. Justice Wright, dated Nov. 25, 1901, non-jury, Middlesex	February 8	159 In the Matter of R. W. W. Huff, a Solr., and in the Matter of the Solicitors' Act, 1838 (Crown Side) appl. of R. W. Huff from judgt. of The Lord Chief Justice and Justices Darling & Channell, dated March 10, 1902	March 26
Surtees	Woodhouse appl. of Deft. from judgt. of Mr. Justice Walton, dated Dec. 21, 1901, non-jury, Middlesex	December 31	137 The Colour Printing Syndicate ld. v. The Northern Press & Engineering Co. ld. appl. of Pittfs. from judgt. of Mr. Justice Wright, dated Jan. 30, 1902, non-jury, Middlesex	February 11			
		1902.					
The Ecclesiastical Commissioners of England v. The North Eastern Ry. Co. appl. of Deft. from judgt. of Mr. Justice Wright, dated Dec. 10, 1901, non-jury, Middlesex		January 3	138 Kempthorne & anr. v. Hankey & anr. Same (consolidated) appl. of Defts. from judgt. of Mr. Justice Bigham, dated Jan. 23, 1902, non-jury, Middlesex	February 11			
Phillips & ora.	Williams appl. of Deft. from judgt. of Mr. Justice Walton, dated Dec. 21, 1901, non-jury, Middlesex	January 3	139 The General Insee. Co. ld. of Trieste v. The Neptune Steamship Insee. Assoc. appl. of Pittfs. from judgt. of Mr. Justice Walton, dated Dec. 17, 1901, non-jury, Middlesex	February 15			
Granville & Co.	Firth appl. of Defts. from judgt. of Mr. Justice Ridley, dated Dec. 12, 1901, common jury, Leeds	January 3	140 Ursula Bright Steamship Co. ld. v. R. P. Houston and Co. & anr. appl. of Pittf. from judgt. of Mr. Justice Ridley, dated Jan. 13, 1902, non-jury, Lancaster (Judgment given in London)	February 17			
Neal	Coronet Theatre ld. appl. of Pittf. from judgt. of Mr. Justice Wright, dated Dec. 10, 1901, non-jury, Middlesex	January 3	141 Zerego & Co. & ora. v. Ursula Bright Steamship Co. ld. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Jan. 13, 1902, non-jury, Lancaster (Judgt. given in London)	February 17			
Hand Gold Mining Co. ld. v. The New Balis Ernesting ld.	appl. of Defts. from judgt. of Mr. Justice Bucknill, dated Dec. 20, 1901, non-jury, Middlesex	January 3	142 Tagart, Beaton & Co. v. James Fisher & Sons & The West Hartlepool Steam Navigation Co. ld. (3rd parties) appl. of Pittfs. from judgt. of Mr. Justice Bigham, dated Feb. 10, 1902, non-jury, Middlesex	February 19			
Kennedy	Davis appl. of Deft. from judgt. of Mr. Justice Grantham, dated Dec. 18, 1901, non-jury, Leeds	January 8	143 Capper, Alexander & Co. v. McLeol & anr. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Feb. 3, 1902, non-jury, Middlesex	February 19			
Collins	Saxby appl. of Deft. from judgt. of Mr. Justice Bruce, dated Dec. 20, 1901, non-jury, Middlesex	January 11	144 Eskon	Lewis appl. of Pittf. from judgt. of Mr. Justice Wright, dated Jan. 21, 1902, non-jury, Middlesex	February 21		
Fryer	The Church Agency ld. & anr. appl. of Defts. from judgt. of Mr. Justice Walton, dated Nov. 13, 1901, common jury, Middlesex	January 14					
Maré Orr	Blake appl. of Deft. from judgt. of The Lord Chief Justice and Justices Darling and Channell, dated Dec. 19, 1901	January 16					
In re An Arbitration between Todd, Birleston & Co. and The North Eastern Ry. Co.							

From the Probate, Divorce, and Admiralty Division. (Admiralty.) FOR HEARING. With Nautical Assessors. FINAL LIST. 1901.

- 1 Ovingdean Grange—1901—Folios 337 & 338
- 1 Owners of Forcete v. Owners of Ovingdean Grange (damage) appl. of Pittfs. from judgt. of the President, dated Feb. 15, 1901
- 1 May 1
- 2 Mount Vernon—899—Folio 533
- 2 Owners of the Handel List v. George Shephard and ora. (damage) appl. of Defts. from judgt. of Mr. Justice Barnes, dated April. 30, 1901
- 1 July 1

- 3 { Oceanic—1901—Folio 357  
The Waterford Steam Ship Co. ld. v. The Oceanic Steam Ship Co. ld. (damage) appl. of Defts. from judgt. of the President, dated Oct. 29, 1901  
November 11  
1902.
- 4 { Posen—1901—Folio 453  
Owners of Steamship Inchkeith v. Owners of Steamship Posen (damage) appl. of Defts. from judgt. of the President, dated Nov. 15, 1901  
January 8
- 5 { Carthaginian—1901—Folios 507 & 514  
Owners of Steamship Glenmore v. Owners of Steamship Carthaginian (damage) appl. of Defts. from judgt. of Mr. Justice Barnes, dated Jan. 18, 1902  
February 15

*Without Nautical Assessors.*

## FINAL LIST.

1901.

- 1 { Swindon—1901—Folio 52  
Millers & Cairys Cape Verde Islands ld. v. The Swindon Steamship Co. ld. (question of Law) appl. of Deft. from judgt. of the Divisional Court, dated June 14, 1901  
July 24  
1902.
- 2 { Dowlais—1901—Folio 406  
The Dowlais Steamship Co. ld. v. Budd & Co. appl. of Pltffs. from judgt. of the Divisional Court, dated Dec. 17, 1901  
January 14

*From the King's Bench Division.*

## NEW TRIAL PAPER.

1901.

- 1 Vicars The Hydro Incandescent Gas Light Co. ld. and ors. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated July 5, 1901, at trial before Mr. Justice Lawrence and common jury, Middlesex  
July 13
- 2 Taylor London & Yorkshire Bank ld. & aur. appln. of London & Yorkshire Bank for judgt. or new trial on appl. from verdict and judgt., dated Aug. 9, 1901, at trial before The Lord Chief Justice and a jury, Middlesex  
October 30
- 3 Henderson Bateman and legal representatives & ors. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Oct. 28, 1901, at trial before Mr. Justice Grantham and a special jury, Middlesex  
November 1
- 4 Batten, Carne & Carne's Banking Co. ld. v. Reed appln. of Pltffs. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 6, 1901, at trial before Mr. Justice Grantham and a special jury, Middlesex  
November 12
- 5 Barker Sullivan & ors. appln. of Defs. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 1, 1901, at trial before Mr. Justice Ridley and a special jury, Middx.  
November 14
- 6 Spero Creswell & ors. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 28, 1901, at trial before Mr. Justice Darling and common jury, Middx.  
December 2
- 7 White Bennett appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 30, 1901, at trial before Mr. Justice Ridley with a special jury, Middlesex  
December 4
- 8 Smith Moir & ors. appln. of Pltffs. A. McKechnie and McKechnie Bros. for judgt. or new trial on appl. from verdict and judgt., dated Nov. 25, 1901, at trial before Mr. Justice Ridley with a special jury, Middlesex  
December 5

- 9 Nesbitt Parrett & Mercer appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Nov. 29, 1901, at trial before Lord Chief Justice and a special jury, Middlesex  
December 6
- 10 Smith & Co. ld. v. Humphries & Co. ld. appln. of Pltffs. (on a preliminary point) for judgt. or new trial on appl. from verdict & judgt., dated Dec. 6, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex  
December 16
- 11 Aitken The London & North Western Ry. Co. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 11, 1901, at trial before Mr. Justice Darling with a special jury, Middlesex  
December 18
- 12 Knight Vickerman appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 5, 1901, at trial before Mr. Justice Grantham and special jury, Leeds  
December 19
- 13 Vickers Lady Emily Gold Mining Co. ld. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated Dec. 12, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex  
December 20
- 14 Phillips Plumbly appln. of Defs. for judgt. or new trial on appl. from verdict and judgt., dated Dec. 13, 1901, at trial before Mr. Justice Darling and a special jury, Middlesex  
December 21
- 15 Cockburn & aur. v. Taftt appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Dec. 19, 1901, at trial before The Lord Chief Justice and special jury, Middlesex  
December 24

1902.

- 16 Lennox Stoddart appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 13, 1902, at trial before Mr. Justice Wills and special jury, Middlesex  
January 14
- 17 Loftus Roberts appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 14, 1902, at trial before Mr. Justice Darling and common jury, Middlesex  
January 21
- 18 Davis Stoddart appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 20, 1902, at trial before Mr. Justice Darling and common jury, Middlesex  
January 28
- 19 The Columbus Co. ld. v. Moton, Down & Co. ld. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated Jan. 16, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex  
January 30
- 20 Gable & Gosney v. Lovibond & aur. (consolidated actions) appln. of Defs. Lovibond for judgt. or new trial on appl. from verdict & judgt., dated Jan. 25, 1902, at trial before Mr. Justice Lawrence and special jury, Middlesex  
February 3
- 21 A. G. Holzappel v. The Shipping Agency ld. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 20, 1902, at trial before The Lord Chief Justice and special jury, Middlesex  
February 3
- 22 Hild Chambers & ors. appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 29, 1902, at trial before Mr. Justice Darling and common jury, Middlesex  
February 4
- 23 Balls The North Metropolitan Tramway Co. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Jan. 14, 1902, at trial before Mr. Justice Ridley and common jury, Middlesex  
February 5
- 24 Craig Harris appln. of Pltff. for judgt. or new trial on appl. from verdict &

- judgt., dated Jan. 29, 1902, at trial before The Lord Chief Justice and special jury  
February 7
- 25 Hardie Baitman appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 31, 1902, at trial before Mr. Justice Darling and common jury, Middlesex  
February 11
- 26 Bleick & aur. v. Jerram & ors. (Crown Side) appln. of Pltffs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 21, 1902, at trial before The Lord Chief Justice and special jury, Middlesex  
February 11
- 27 Hallé Midgley appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 29, 1902, at trial before Mr. Justice Lawrence and special jury, Middlesex  
February 13
- 28 Federal Steam Navigation Co. ld. v. Sleight & ors. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 17, 1902, at trial before Mr. Justice Bigham & special jury, Middlesex  
February 13
- 29 Doyle Holder & Son appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 30, 1902, at trial before Mr. Justice Ridley & common jury, Middlesex  
February 13
- 30 F. Foster (an infant, by Reuben Foster his father and next Friend) v. Turner appln. of Pltffs. for judgt. or new trial on appl. from verdict and judgt., dated Feb. 3, 1902, at trial before Mr. Justice Bigham & common jury, Middlesex  
February 13
- 31 Hart Rogers (issue) appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Jan. 21, 1902, at trial before Mr. Justice Lawrence and special jury, Middlesex  
February 13
- 32 Van Grutten & aur. v. Trevenar appln. of Defs. for judgt. or new trial on appl. from verdict and judgt., dated Jan. 31, 1902, at trial before Mr. Justice Channell & common jury, Middlesex  
February 13
- 33 Lambourne Shrimpton appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 1, 1902, at trial before Mr. Justice Phillimore and common jury, Oxford  
February 15
- 34 Rattee Norwich Electric Tramway Co. (Norwich District Registry) appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 1, 1902, at trial before Mr. Justice Grantham and special jury, Norwich  
February 17
- 35 Duckes Strong & Co. appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 4, 1902, at trial before Mr. Justice Channell and special jury, Dorset  
February 20
- 36 Barnes Richards & ors. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 19, 1902, at trial before The Lord Chief Justice and jury, Middlesex  
February 23
- 37 Lang Lovatt appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 14, 1902, at trial before Mr. Justice Ridley and common jury, Middlesex  
February 24
- 38 Stoddart The Watchmakers' Alliance ld. appln. of Defs. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 25, 1902, at trial before Mr. Justice Ridley with a jury, Durham  
February 28
- 39 Kingham Giddy appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 7, 1902, at trial before Mr. Justice Bigham and special jury, Middlesex  
February 23
- 40 Wightwick Pope and The Absolute Life Assoc.

- Co. Id. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 17, 1902, at trial before The Lord Chief Justice and special jury, Middlesex March 4
- 41 Lawther Ross appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 6, 1902, at trial before Mr. Justice Kennedy and special jury, Middlesex March 13
- 42 Rogers Couzens appl. of Deflt. for judgt. or new trial on appl. from verdict & judgt., dated March 11, 1902, at trial before Mr. Justice Grantham and special jury, Middlesex March 15
- 43 Garner Wesley appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated February 17, 1902, at trial before Mr. Justice Bruce (Leicester District Registry) for Mr. Justice Buckley (Chancery Division), with a jury, Leicester March 17
- 44 William Purvis v. Newcastle-upon-Tyne Co-operative Soc. Id. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 22, 1902, at trial before Mr. Justice Lawrence and a jury, Newcastle March 20
- 45 Bettkh The Newlands Grigqualand Diamond Mines Id. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated March 14, 1902, at trial before Mr. Justice Phillimore & common jury, Middlesex March 21
- 46 Spooner Eveson, &c. Co. Id. appln. of Deflt. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 20, 1902, at trial before Mr. Justice Bruce & special jury, Derby March 27
- 47 Morris Atkins & anr. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated before Mr. Justice Wills and special jury, Middlesex March 27

*From the King's Bench Division.*

INTERLOCUTORY LIST.

1900.

- 1 Matthews & ors. v. Coils & anr. appl. of Pltff. from order of Mr. Justice Bucknill, dated June 13, 1900 (security ordered) June 28
- 2 Nelson Rosenberg appl. of Deflt. from order of Mr. Justice Day, dated March 18, 1901 (s.o. pending settlement) March 21
- 3 Underhill & anr. v. Lindon appl. of Deflt. from order of Mr. Justice Day, dated March 25, 1901 (security ordered) April 18
- 4 Vigo Vigo appl. of Pltff. from order of Mr. Justice Day, dated April 20, 1901
- 5 Vigo Vigo appl. of Pltff. from order of Mr. Justice Day, dated April 17, 1901 (s.o. till after Master's report) April 24

1902.

- 6 Neale Lady Gordon Lennox appl. of Deflt. from order of The Lord Chief Justice, dated March 4, 1902, non-jury, Middlesex part heard
- 7 Newell Povah appl. of Pltff. from order of Mr. Justice Bruce, dated March 14, 1902 March 23
- 8 Elliott Garrett appl. of Pltff. from order of Mr. Justice Bucknill, dated March 8, 1902 March 19
- 9 The Linotype Co. Id. v. The Johnston Die Press Co. Id. appl. of Pltffs. from order of Mr. Justice Bucknill, dated March 11, 1902
- 10 The Same The Same appl. of Pltffs. from order of Mr. Justice Bucknill, dated March 11, 1902
- 11 The Johnston Die Press Co. Id. v. the Linotype Co.

- Id. appl. of Defts. from order of Mr. Justice Bucknill, dated March 11, 1902 March 25
- 12 The London and Northern Bank Id. v. George Newnes appl. of Pltffs. from order of Mr. Justice Bucknill, dated March 6, 1902 March 26
- 13 Holland Bennett appl. of Pltff. from order of Mr. Justice Bucknill, dated March 11, 1902 March 21
- 14 Ellis Neck appl. of F. H. W. Ellis from order of Mr. Justice Bucknill, dated March 18, 1902 March 24
- 15 South African Venture Syndicate Id. v. The Prah Gold Mines Id. & Atoms Mines Id. appl. of Pltffs. from order of Mr. Justice Bruce, dated March 19, 1902 March 26
- 16 The British Workmen's & General Assce. Co. Id. (Applts.) v. Cunliffe (Resp.) (Crown Side) appl. of Applts. from order of The Lord Chief Justice and Justice Darling & Channell, dated March 12, 1902 March 26
- 17 Thomas Chance appl. of Applt. from order of Mr. Justice Bucknill, dated March 11, 1902 March 27
- 18 Anger Vassier appl. of Pltffs. from order of Mr. Justice Bucknill, dated March 22, 1902 March 27

*In re The Workmen's Compensation Act, 1897.*

(FROM COUNTY COURT.)

1901.

- 1 {In the Matter, &c. {W. E. Jones (an infant) by William Williams, next friend, Applicant v. Lawrence & Nicol, Resp. (Crown Side) appl. of Applicant from award of County Court (Lancashire, Liverpool), dated Jan. 24, 1901 (restored) February 14
- 2 {In the Matter, &c. {Elizabeth Jarrett (the legal personal representative of W. Jarrett, dec.), Applicant v. The Ffoldan Collieries Co. Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Glamorganshire, Bridgend), dated May 24, 1901 June 6
- 3 {In the Matter, &c. {John Owen, Applicant v. George Clark Id., Resp. (Crown Side) appl. of Applicant from award of County Court (Durham, Sunderland), dated May 16, 1901 June 6
- Stand over till after Judgment given in "Wrigley v. Whitaker" in House of Lords (by order)
- 4 {In the Matter, &c. {Bryan Kenney, Applicant v. Harrison & Singleton, Resps. appl. of Respts. from award of County Court (Durham, West Hartlepool), dated June 14, 1901 (restored) July 2
- 5 {In the Matter, &c. {Richard Peary, Applicant v. Joseph Baker and Sons, Resps. (Crown Side) appl. of Applicant from award of County Court (Middlesex, Marylebone), dated June 17, 1901 (security ordered) July 6
- 6 {In the Matter, &c. {George Bartell, Applicant v. W. Gray & Co., Resps. (Crown Side) appl. of Respts. from award of County Court (Middlesex, Bow), dated July 10, 1901 July 23
- 7 {In the Matter, &c. {John Henry Matthews, Applicant v. The Penrkyber Navigation Colliery Co. Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Glamorganshire, Aberdare & Mountain Ash), dated July 8, 1901 July 27
- 8 {In the Matter, &c. {Abraham McDougall, Applicant v. Holzspfel's Composition Co. Id., Resps. (Crown Side) appl. of Applicant from award of County Court (Lancashire, Liverpool), dated Sept. 13, 1901 (security ordered) September 24

- 9 {In the Matter, &c. {Morris, Applicant v. Darcy Lever Coal Co. Id., Resp. and the Northern Employers' Mutual Indemnity Co. Id. (Insurers) Crown Side appl. of Insurers from award of County Court (Lancashire, Bolton), dated Sept. 23, 1901 October 7
- 10 {In the Matter, &c. {Mary Eaton (widow), Applicant v. J. E. Edwards, Resp. (Crown Side) appl. of Respt. from award of County Court (Dumblighshire, Wrexham), dated Oct. 2, 1901 1900.
- 11 {In the Matter, &c. {Martha Losh, Applicant v. Richard Evans & Co. Id., Resps. (Crown Side) appl. of Applicant from award of County Court (Lancashire, St. Helena, Widnes), dated Jan. 10, 1900 (restored March 24, 1902) January 31 1901.
- 12 {In the Matter, &c. {William Male, Applicant v. Nixon's Navigation Co. Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Glamorganshire, Mountain Ash), dated Sept. 30, 1901 October 19
- 13 {In the Matter, &c. {Hannah Williams, Applicant v. Powell Duffry Steam Coal Co. Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Monmouthshire, Tredegar), dated Oct. 8, 1901 October 25
- 14 {In the Matter, &c. {Charles Fletcher, Applicant v. The London United Tramways Id., Resps. (Crown Side) appl. of Applicant from award of County Court (Middlesex, Brentford), dated Oct. 25, 1901 October 25
- 15 {In the Matter, &c. {Eliza Clatworthy, Applicant v. R. & H. Green Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Middlesex, Bow), dated Oct. 17, 1901 October 25
- 16 {In the Matter, &c. {Thomas Needham, Applicant v. George Leader, Resp. (Crown Side) appl. of Applicant from award of County Court (Durham, Hartlepool), dated Oct. 11, 1901 (security ordered) October 26
- 17 {In the Matter, &c. {William Henry St. George, Applicant v. The Lighting Corp. Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Surrey, Croydon), dated Oct. 15, 1901 November 1
- 18 {In the Matter, &c. {Elizabeth Jane Fairry, Applicant v. John Rathe, Resp. (Crown Side) appl. of Respt. from award of County Court (Chester, Birkenhead), dated Oct. 29, 1901 November 1
- 19 {In the Matter, &c. {Henry Armitage, Applicant v. The Lancashire and Yorkshire Ry. Co., Resps. (Crown Side) appl. of Respts. from award of County Court (Lancashire, Manchester), dated Oct. 21, 1901 November 4
- 20 {In the Matter, &c. {William Jobson McMillan, Applicant v. The Prince of Wales Dry Dock Co. Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Glamorganshire, Swansea), dated Oct. 22, 1901 November 8
- 21 {In the Matter, &c. {Nancy Waby, Applicant v. The Sheffield Mineral Water Syndicate Id., Resps. (Crown Side) appl. of Respts. from award of County Court (Yorkshire, Sheffield), dated Oct. 31, 1901 November 11
- 22 {In the Matter, &c. {James Carney, Applicant v. Walter Scott & Middleton Id., Resps. (Crown Side) appl. of Applicant from award of County Court (Yorkshire, Sheffield), dated Oct. 24, 1901 (security ordered) November 1



- 23 { In the Matter, &c.  
Robert Ashton, Applicant v. Callender's Cable & Construction Co. Id., Respts. (Crown Side) appl. of Applicant from award of County Court (Yorkshire, Sheffield), dated Oct. 25, 1901 (security ordered) November 13
- 21 { In the Matter, &c.  
Frederick Burnett, Applicant v. The Drury Lane Theatre Id., Respts. (Crown Side) appl. of Respts. from award of County Court (Middlesex, Shore-ditch), dated Nov. 15, 1901 November 21
- 25 { In the Matter, &c.  
Charles Goodwin, Applicant v. Scruttons Id., Respts. (Crown Side) appl. of Applicant from award of County Court (Essex, Grays), dated Nov. 9, 1901 November 22
- 26 { In the Matter, &c.  
George Hughes, the younger (by George Hughes, his father and next friend), Applicant v. The Lancashire & Yorkshire Ry. Co., Respts. (Crown Side) appl. of Applicant from award of County Court (Lancashire, Manchester), dated Nov. 4, 1901 November 23
- 27 { In the Matter, &c.  
Thomas Redden, Applicant v. Siddall & Hilton Id., Respts. (Crown Side) appl. of Applicant from award of County Court (Yorkshire, Halifax), dated Nov. 7, 1901 November 27
- 28 { In the Matter, &c.  
Hannah Southern, Applicant v. The Abram Coal Co. Id., Respts. (Crown Side) appl. of Respts. from award of County Court (Lancashire, Wigan), dated Dec. 3, 1901 December 18
- 29 { In the Matter, &c.  
Samuel Kniverton, Applicant v. The Darcy Lever Coal Co. Id. and The Northern Employers' Mutual Indemnity Co. Id., Respts. (Crown Side) appl. of Insurers from award of County Court (Lancashire, Bolton), dated Dec. 4, 1901 December 20 1902.
- 30 { In the Matter, &c.  
Alexander Lee Isaacson & Annie Levy Isaacson, his wife, Applicants v. The New Grand, Clapham Junction, Respts. appl. of Applicant from award of Deputy of County Court (Westminster), dated Dec. 16, 1901 January 1
- 31 { In the Matter, &c.  
John Terrell Newman, Applicant v. The Mayor, &c. of Southampton, Respts. appl. of Respt. from award of County Court (Hampshire, Southampton), dated Jan. 24, 1902 (stay granted pending appeal) February 3
- 32 { In the Matter, &c.  
John Wall Holmes, Applicant v. The City of Birmingham Tramways Co. Id., Respts. appl. of Applicant from award of County Court (Warwickshire, Birmingham), dated Jan. 22, 1902 February 7
- 33 { In the Matter, &c.  
Jules Foxe, Applicant v. Charles Manzell, Respt. appl. of Applicant from award of County Court (Middlesex, Westminster), dated Jan. 20, 1902 February 10
- 34 { In the Matter, &c.  
Ellen Tanall, Applicant v. Evan William Howell, Respt. appl. of Respt. from award of County Court (Herefordshire, Ross), dated Feb. 1, 1902 February 14
- 35 { In the Matter, &c.  
John Harrison, Applicant v. Mayor, Aldermen and Burgesses of the Borough of Hartlepool, Respts. appl. of Applicant from award of County Court (Durham, West Hartlepool), dated Jan. 14, 1902 February 14
- 36 { In the Matter, &c.  
Ernest Jones, Applicant v. The Great Central Ry. Co., Respts. appl. of Respts. from award of County Court (York, Doncaster), dated Feb. 13, 1902 February 24
- 37 { In the Matter, &c.  
Charles Jewell, Applicant v. The Great Western Ry. Co., Respts. appl. of Respts. from award of County Court (Glamorganshire, Cardiff), dated Feb. 6, 1902 February 25
- 38 { In the Matter, &c.  
Annie Maria Dusham, Applicant v. Joseph Clare, Respt. appl. of Applicant from award of County Court (Staffordshire, Walsall), dated Feb. 12, 1902 (security ordered) March 3
- 39 { In the Matter, &c.  
Harold Marshall, Applicant v. F. W. Rudeferth, Respt. appl. of Applicant from award of County Court (Yorkshire, Scarborough), dated Feb. 18, 1902 March 7
- 40 { In the Matter, &c.  
Kitty Hilder, Applicant v. Rock, Hawkins & Thorpe, Respts. appl. of Respts. from award of County Court (Tunbridge Wells), dated Feb. 29, 1902 March 13
- 41 { In the Matter, &c.  
Magdalen Rachel Collins (widow) Applicant v. Johnson & Co. & The Right Hon. W. St. John Brodrick, Secretary of State for War, Respts. appl. of Respts. from award of County Court (Kent, Woolwich), dated Feb. 26, 1902 March 16
- 42 { In the Matter, &c.  
Mary Ann Mall, Applicant v. Tubes Id., Respts. appl. of Applicant from award of County Court (Staffordshire, West Bromwich), dated March 14, 1902 March 24
- 43 { In the Matter, &c.  
Evan Jones & Mary Jones, Applicants v. The Universal Steam Coal Co. Id., Respts. appl. of Respts. from award of County Court (Glamorganshire, Pontypridd), dated March 12, 1902 March 25

SUMMARY OF APPEALS.

	General List.	Interlocutory Motions.	Total.
1. From the Chancery Division .. .. .	190	9	199
2. From the Probate and Divorce Division .. .. .	7	—	7
	Final.	Interlocutory.	
3. From the County Palatine Court of Lancaster .. .. .	1	—	1
4. From the King's Bench Division .. .. .	159	18	177
5. From the Probate, Divorce and Admiralty Division (Admiralty)	7	—	7
6. From the King's Bench Division Sitting in Bankruptcy .. .. .	6	—	6
7. New Trial Paper .. .. .	47	—	47
8. { In re The Workmen's Compensation Act } .. .. .	43	—	43
{ From County Court			
Totals .. .. .	400	27	427

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to March 27th, 1902.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

EASTER SITTINGS, 1902.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Easter Sittings Paper.

MR. JUSTICE KERWICH.—Except when other Business is advertised in the Daily Cause List, Mr. Justice KERWICH will sit for the disposal of His Lordship's Witness List daily throughout the Sittings, to the exclusion of other Business.

**MR. JUSTICE BYRNE.**—Except when other Business is in the Daily Cause List, Mr. Justice BYRNE will sit for the disposal of His Lordship's Witness List daily throughout the Sittings to the exclusion of other business.

**MR. JUSTICE FARWELL.**—The retained Actions with Witnesses will be taken by Mr. Justice FARWELL on days to be announced in the Daily Cause List.

*Liverpool and Manchester Business.*—MR. JUSTICE FARWELL will take Liverpool and Manchester Business as follows:—

1. Motions, Short Causes, Petitions and Adjourned Summonses on every other Saturday, commencing with Saturday, April 12th.
2. Summonses in Chambers will be taken on every other Saturday, commencing with Saturday, April 12th.

**MR. JUSTICE BUCKLEY** will take his Business as announced in the Easter Sittings Paper.

**MR. JUSTICE JOYCE** will take the retained Witness Actions from time to time as the state of the Non-Witness List may permit.

**MR. JUSTICE SWINFEN EADY.**—Except when other Business is advertised in the Daily Cause List, Mr. Justice SWINFEN EADY will take Actions with Witnesses daily throughout the Sittings, to the exclusion of other Business.

*Summonses before the Judge in Chambers.*—Justices FARWELL, BUCKLEY and JOYCE will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

*Summonses Adjourned into Court* will be taken as follows:—Mr. Justice KEKEWICH, as stated in the Daily Cause List; Mr. Justice BYRNE, with Non-Witness Actions on days to be announced; Mr. Justice FARWELL, with Non-Witness Actions; Mr. Justice BUCKLEY, with Non-Witness Actions; and Mr. Justice JOYCE, with Non-Witness Actions.

**SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.**

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:—

- Mr. Justice KEKEWICH will take his Witness List as announced above.
- Mr. Justice BYRNE will take his Witness List as announced above.
- Mr. Justice FARWELL will take the retained Witness Actions as announced above.
- Mr. Justice BUCKLEY will take his retained Witness Action on April 16th.
- Mr. Justice JOYCE will take his retained Witness Actions as announced above.
- Mr. Justice SWINFEN EADY will take his Witness List as announced above.

**CHANCERY CAUSES FOR TRIAL OR HEARING, set down to March 27th, 1902.**

**Before Mr. Justice KEKEWICH.**

*Retained by Order.*

**ADJOURNED SUMMONSES.**

- In re Menteath
- Wicks Parkinson (s.o.)
- Drake Drake (s.o.)
- Schofield Allen
- In re Anglo-American Construction Co. ld.
- White The Company 3 summonses (s.o.)
- In re Enford
- Pensroy Whitehead (s.o.)
- In re de Nicola (to be in the Paper April 9th, but not before 3 o'clock)
- In re Rayment
- Toser Patten summons with witnesses (s.o. generally)
- In re Hill
- Sturgess Hill (s.o. generally) pt. hd.
- In re Coxwell Roger's Trusts & Trustee Act (to be in Paper on April 11)

**MOTIONS.**

- Bradley Byrne (to be in Paper April 11)
- Davis Appleton (to be in Paper April 11)
- In re Standbridge
- Swinden Cotrell (to be in Paper April 11)
- Kittel Mc Kelvie (to be in Paper April 11)
- The River Roden Co. ld. v. The Urban District Council of Barking Town (to be in Paper April 11)
- The Carpenters' Co. v. The London Wall Estate Co. (s.o. generally)

**FURTHER CONSIDERATION.**

- Whitehouse Lodge & Harper fur. con. & summons to vary (restored)

**CAUSES FOR TRIAL.**

*(With Witnesses.)*

- Carfree Blount action (restored) pt. hd.
- Attorney-Gen. Birmingham, Tame & Bea District Drainage Board action (s.o. not before Trinity, 1902)
- Harrison Grace action & counter-claim (Pltf. bankrupt)
- Madocks Clark action
- 5 Champion, Sons & Hart v. Marshall action (not until 3 weeks after delivery of defence, &c.)
- McConnel Wright action
- Watkins Hall action
- Morris, Marshall & Poole v. Roberts action
- Kent Coal Exploration Co. ld. v. Brown action
- 10 The Savile Town Chemical Co. ld. v. Bateman action
- Radway Grand Pump Room Hotel Co. of Bath ld.
- Masters Drew action
- Nathan Landon action (Trinity sittings)
- Saunders The London Electric Supply Corpn. ld. action
- 15 Nightingale Reynolds action
- Hennessey Donapé action
- Durant Adamson action
- Millen Browne action & counter-claim
- The British Motor Traction Co. ld. v. Outhenld Challenge action (s.o. till certain costs paid)
- 20 Automatic Air Tight Cover Co. ld. v. Ryland's Glass and Engineering Co. ld. action
- The New Lydenberg Mineral Exploring Co. ld. v. The Transvaal Land Co. ld. action
- Banesmer The London Music Hall ld. action
- The Capital & Counties Bank ld. v. Rhodes action
- Patton Barber action (Pltf. dead)
- 25 Clarke Earl action
- Cross Spalding action
- Terry Davies action

- { R. Lehmann & Co. ld. v. The Swiss Milk Co. action
- { In re Registered Trade Marks, No. 230,969, 232,162 & 236,803 of Society Suisse d'Industrie Latriere mon. ordered to be set down & come on with above action
- 30 Millwall Dock Co. v. The Agricultural Organizing Agency action for trial and counter-claim
- Evans Hoggan action
- In re Billings' Patent, No. 18,386 of 1900 petn. entered in Witness List (by order)
- In re Letters Patent, No. 22,947 of 1897, granted to Harry Perrin and In re Patents, &c. Acts, 1883 to 1888 petn. to come into Witness List
- Andrew Wells action
- 35 Hirschell Strauss action
- Preston Godfrey action
- British Motor Traction Co. ld. v. Longuemare action
- Boyd Dawson action
- McCarthy Rees action
- 40 Van Praagh Everidge action
- Taylor Smith action
- Bush Bush action (restored)
- Gabriel Hyde Park Court ld. action
- Baylis Kenway action
- 45 Crisp Bushall action
- Mullens & Co. ld. v. Harris action
- Attorney-Gen. Rural District Council of Lunedale action (restored)
- Foerster The Newlands (West Griqualand) Diamond Mines ld. action (fixed for April 8)
- Pattinson Armstrong action
- 50 The British Homes Assoc. Corpn. ld. v. Patterson action
- Othen International Tea Co.'s Stores ld. action without pleadings

pleadings to be delivered (to come on together)

Lowe	Lord action
Buchanan	The Western Gazette Co. ld. action without pleadings
Stapps	Stapps action
55 Frampton	Hedges action
Osborne (Duke of Leeds) v. Clarkson	action
Rimell & Ailsop v. Barber	action
Byng	Stephens action & counter-claim
Herbert Alexander & Co. ld. v. Gordon	action
60 G. Rlood & Co. v. J. Poole	action
Keyser	Smith action
Mayor of Hove	The Brighton Intercepting & Outfall Sewers Board action
Edgar	Laurie action
64 Watkins	Watkins action & motn. for judgt.

### Before Mr. Justice BYRNEM.

#### Retained by Order.

#### ADJOURNED SUMMONSES.

1	In re Curry's Estate	
	Thompson	Catnach adjd. sumns. pt. hd.
	In re Cooper	
2	Cooper	Cooper adjd. sumns. pt. hd. (liberty to amend)
3	In re Raggott, dec.	
	Raggott	Hodgkinson adjd. sumns.
	In re Poyser, dec.	
4	Landon	Poyser adjd. sumns.
	In re Edward Smith, dec.	
5	Loughran	Smith adjd. sumns.
	In re Edward Smith, dec.	
6	Loughran	Smith (restored by order) adjd. sumns.
	In re John Lucas Allen	
7	Brinley	Stirling adjd. sumns.
	In re Craven	
8	Bottomley	de Kautzow adjd. sumns.

#### PETITIONS.

1	Montefiore	Guedalla
2	In re Smith	Smith

#### CAUSES FOR TRIAL.

##### (With Witnesses.)

1	In re Dunn	Singleton action (restored)
	Brinklow	Smallpiece action (s.o.)
2	Ackerman	
	In re Brown	
3	Brown	Brown action (s.o. till after Probate Action disposed of)
4	International Bank of London v. Rio de Janeiro Flour Mills	action (stayed until depositions filed)
5	Adler	Joel action (stayed till 10 days after return of commission)
6	Sach	Cottrell action (stayed until return of commission)
7	The Welsbach Incandescent Lamp Co. ld. v. Standard Incandescent Gas Light Co. ld.	action (stayed until return of commission)
8	Goodson	Kimber (s.o. May 1)
9	Robson	Edwards action
10	Knott	McCullum action
11	Somerville	Wood & ors. action
12	FitzGerald	Geo. Newnes ld. (Wide World) action
13	FitzGerald	Geo. Newnes ld. (Traveller) action
14	Burroughs	Webster & ors. action & motn. for judgt.
15	Reason Manufacturing Co. ld. v. Ernest F. Moy ld.	action
16	Wriford	Patrick action
17	Strange	Smith action
18	Dyson & anr.	Greening & Sons ld. motn. by order and action
19	In re Thompson	
	Snalgar, Willis & Co. v. Webster & ors.	action
20	The Attorney-Gen. & Bray v. The Mayor, Burgesses of the Borough of Hastings	action
21	Nicholson	Daniels action
22	In re G. White, dec.	
23	Nicholls & anr.	Seamman & ors. action
24	Gostilich	Evans action
25	Jared	Walke & ors. action
26	The Worthington Pumping Engine Co. v. Moore	action

### Before Mr. Justice FARWELL.

#### Retained by Order.

#### CAUSES FOR TRIAL.

##### (With Witnesses.)

Crusoe	Marks action (s.o.) pt. hd.	
Burnside	Burnside action (s.o. until return of commission)	
Rimmer	Webster action (restored)	
Leader	Wandsworth Boro' Council action pt. hd. (not before June 26)	
5	Davison	Weatherly action } by Certificate
	Davison	Davison action } connected
	In re Joseph Davis	
	Davis	Davis action pt. hd.
7	Ashby	Bee & Co. ld. action

#### CAUSES FOR TRIAL.

##### (Without Witnesses and Adjourned Summonses.)

In re Trusts of Marriage Settlement of Henry Joseph Vernon & Emily, his wife	adjd. sumns.	
In re J. J. Delany's Trusts		
Conoley	Quick adjd. sumns. (restored)	
Butlin	Hall Wright adjd. sumns. (s.o.)	
In re Swales		
Haigh	Swales adjd. sumns. (Pliff. dead)	
In re Lawrence		
5	Bardwick	Senior adjd. sumns. (restored)
	Finney	Kendrick & Flaks (3rd parties) action (Liverpool D.B.—s.o. 1st Liverpool day)
In re McMurdo		
Penfield	McMurdo adjd. sumns. (to come on with fur. con. when set down)	
In re Tomlinson		
Martin	Norman adjd. sumns.	
In re Scratton, Tuffnell & Beridge	adjd. sumns.	
10	In re Hammond	Eustace adjd. sumns.
	In re H. Carlsson's Estate	
	Poulson	Safford adjd. sumns.
	In re Hemming	
	Ward	Oliver adjd. sumns.
13	In re Fenton	Fenton adjd. sumns.

#### FURTHER CONSIDERATIONS.

In re Harvey	Harvey fur. con.	
Harvey		
In re Johnson		
Robert	Attorney-Gen. fur. con. & adjd. sumns.	
Hedley	Reitmeyer fur. con. & adjd. sumns.	
Hobson	Laycock fur. con. & adjd. sumns.	
6	In re Whitham	Davies fur. con. (restored)
	In re Carlin's Trusts	
	Trustees, Executors & Securities Corpn. ld. v. Boydell fur. con.	
7	In re Phenix	Phenix fur. con. and adjd. sumns.
	Hemmant	

### Before Mr. Justice BUCKLEY.

#### Retained by Order.

#### CAUSES FOR TRIAL.

##### (With Witnesses.)

Broome	Speak action (April 16 a ter pt. hd.)
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#### FURTHER CONSIDERATIONS.

1	In re Hellyer, dec.	
	Bennett	Bennett fur. con.
2	Watts	Driscoll fur. con.

3	In re Silvan, dec.	
	Alexander	Butler fur. con. (restored)
	In re Lettson	
4	Equitable Reversionary Interest Soc. ld. v. Fisher	fur. con.

#### CAUSES FOR TRIAL.

##### (Without Witnesses and Adjourned Summonses.)

1	In re Gurney	Gurney (s.o. till after report)
	In re Webster	
2	Mariott	Turner motn. (restored)
	In re Gosling	
3	Gosling	Gosling (restored) further hearing
4	In the Matter of the Companies' Act, 1862 to 1890 and in the Matter of John Henry & Co. ld.	motn. treated as trial of action
5	In re Bamford's Estate	
	Bamford	Bateman adjd. sumns.
	In re Bennett's Trusts	
6	Bennett	Bennett adjd. sumns.
7	Coles	Beale motn. for judgt. (Brighton D.E.)
8	In re Fane	Fane adjd. sumns.
	In re Halfon	
9	Franklin	Halfon motn. for judgt. (by order without pleadings)
10	In re Andrew, dec.	
	Croasey	Greaves adjd. sumns.
11	Worthington Pumping Engine Co. v. Moore	adjd. sumns.
12	In re Corbin's Estate	
	Beckwith	Corbin adjd. sumns.
13	Wright & anr.	Smith adjd. sumns.
14	Long	Biakey & anr. adjd. sumns.
	In re J. W. Tabernacle, dec.	
15	Tabernacle	Legg adjd. sumns.
	In re Keck's Estate	
16	Keck	Powell adjd. sumns.
	In re Burrows' Estate	
17	Eadie	Sheldon adjd. sumns.
18	Gould	Coaks adjd. sumns.
	In re John Rowe, dec.	
19	Richards	Rowe adjd. sumns.
20	In re Stephens & Barfield's Contract (In re V. & P. Act)	adjd. sumns.
21	In re Smith	Smith adjd. sumns.
	Howitt	
	In re Smith	
22	Smith	Howitt adjd. sumns.

### COMPANIES (WINDING UP) and CHANCERY DIVISION.

#### COMPANIES (Winding up).

##### PETITIONS.

1	Sunlight Gold Recovery Syndicate ld. (petn. of E. B. Parnell) s.o. from March 6 to April 15
2	High Explosives Co. ld. (petn. of James Gibb & Co.) s.o. from March 20 to April 9
3	Grand Theatre, Islington, ld. (petn. of J. Grog & ors.) s.o. March 13 to April 16
4	Birthday Amalgamated of Western Australia ld. (petn. of Bernard Boler & ors.) s.o. March 20 to April 9

5	Meibourne Brewery & Distillery ld. (petn. of A. H. Baker)
6	Lawton's Patents ld. (petn. of Mordey Carney (Southampton) ld.)
7	London & County Industrial Accident & General Assce. Co. ld. (petn. of A. Cuffe)
8	Lyric Trusts ld. (petn. of Eugene Solmerchts)
9	English & Spanish Produce Co. ld. (petn. of Gedge, Kirby & Millett)
10	Bungalow Building Co. ld. (petn. of R. D. Sykes)
11	Morgan David & Co. ld. (petn. of A. Tamberbaum & ors.)
12	David Payne & Co. ld. (Petn. of The Bradford Old Bank ld.)

- 13 Prince & Bangh ld. (petn. of Dixon & Roe)
- 14 English & Colonial Forage Co. ld. (petn. of Henry Sykes ld.)

- Mappin Bros. Liberty & Co. action
- Homer Tomkins action
- 6 Rushworth Heginbottom action

and In re Arbitration Act, 1889  
(special case—Liverpool D.R.)

**PARTITION under the Joint Stock Companies Arrangement Act, 1870.**

- 1 Paterson, Laing & Bruce ld. (petn. of Liquidator)

**CHANCERY DIVISION.**

- 1 Viscaya Santander Mining Co. ld. & reduced (petn. of Company)
- 2 Lowestoft & East Coast Ice Manufacturing Co. ld. & reduced (petn. of Company)

**COMPANIES (Winding up) and CHANCERY DIVISION.**

**COURT SUMMONSES.**

- 1 Albert Court Estate Co. ld.
- 1 Basher Albert Court Estate Co. ld. (for declaration as to rents)
- 2 Globe Venture Syndicate ld. (for misfeasance—witnesses)
- 3 Thorpe Bros. & Co. ld. (for misfeasance—witnesses)
- 4 Same (on Directors' Fees—witnesses)
- 5 South American & Mexican Co. ld. (for declaration as to security, created by Indenture of Mortgage, dated Aug. 1, 1891)
- 6 Strand Buildings Co. ld. (as to dealing with surplus assets of the Company)
- 7 Northern Transvaal Lands Co. ld. (for declaration as to underwriting the re-construction of the Company)
- 8 Walsh, Asquith & Co. ld. (for misfeasance—witnesses)

**Before Mr. Justice JOYCE.**

**FOR JUDGMENT.**

- 1 Fortin Sowerbutts & Co. action
- 2 Eales McMullen action (to be mentioned April 11)

*Retained by Order.*

**CAUSES FOR TRIAL**

(With Witnesses.)

- 1 In re Coppen Dingle action & adjd. notice pt. hd. (s.o. April 10)
- 2 Sutherland Halifax Banking Co. action pt. hd.
- 3 Hart West action

**CAUSES FOR TRIAL.**

(Without Witnesses and Adjourned Summonses.)

- In re Contract between Everitt & anr. and Andrews and V. & P. Act adjd. summs. (s.o.)
- In re Nectar Tea Co. for registration of trade mark motn. ordered to come into Non-Witness List (not to come in till after notice given to Cause (Clerk that evidence closed)
- 1 In re Humphries
  - Lea Humphries adjd. summs.
  - Shapter Amphlett motn for judgt. (s.o. to prepare proper scheme)
- 5 Williams Poole motn. for judgt. (s.o. go into General List)
- Rigden Rigden motn. for judgt. (go into General List)
- Anderson Berkley action & motn. for judgt.
- In re K. Creswell's Estate
  - Hayles Creswell adjd. summs.
  - In re Silcock
    - Silcock Elliott adjd. summs.
  - In re Jackson
    - Jeffkins Wise adjd. summs.
  - In re Robinson
    - Robinson Robinson adjd. summs.
    - Foy, Morgan & Co. v. Kempf adjd. summs.
  - In re Smith
    - Smith Shepstone adjd. summs.
  - In re Waller
    - Waller Waller adjd. summs.
  - In re Spittle
    - Brevitt Morris adjd. summs.
  - In re Sandlands
    - Watt Watt adjd. summs.
  - In re Brand
    - Brand Brand adjd. summs.
  - In re Beachy
    - Beaton Beachy adjd. summs.
  - In re Anne Carr
    - Bramley Wall adjd. summs.
  - In re Dale
    - Dale Badgery adjd. summs.
  - In re Drake
    - Cochran Powell adjd. summs.

**FURTHER CONSIDERATIONS.**

- 1 In re Berwick
  - Berwick Lane fur. con.
- 2 In re Job Ashton
  - Ashton Ashton fur. con. & adjd. summs.

**Before Mr. Justice SWINFEN EADY.**

**FOR JUDGMENT.**

- In re The Arbitration between The Corpn. of Wigan and Wigan Cannel Colliery ld.

*Retained by Order.*

**MOTIONS.**

- Jays ld. Davis
- Glenfield Glenfield
- Torbok Lord Westbury
- Lorme & Co. Allen
- 5 Earl of Mexborough v. Bath Club
- In re Jackson
- 7 Street Laing

**ADJOURNED SUMMONSES.**

- 1 In re Hester, dec.
  - Hester Hester adjd. summs.
- In re Skinner
  - Cooper Skinner adjd. summs.
- In re J. R. Chance's Settlement Trusts
  - Mobberley Mackintosh adjd. summs.
- 4 In re Churchis
  - Tilley Harvey adjd. summs.

**CAUSES FOR TRIAL.**

(With Witnesses.)

- In re Deighton's Patent, No. 15,670 of 1896
  - petn. ordered to go into Witness List
- In re Monson's Patent, No. 4,806 of 1890, &c.
  - petn. ordered to go into Witness List
- 5 De Falbe Harger action
- Taylor Harger action
- Hancock Downe action (Plff. dead)
- 5 Madero Clark action
- Hitchcock Adamson & Co. action (pleadings to be delivered)
- Harley Lambert action
- Henley Higgins action
- Chalmers Clay & Walmley action
- 10 Attorney-Gen. Harcastle action
- Taylor Klyder action (not to come in till after 9th May)
- Driver Withall action
- The New Century Trust ld. v. Withall action
- In re Jackson
- In re Jonas
  - Tilley Jackson action
  - Borton Reeves action
- 15 Eskell Paget Eskell Paget action
- Crundall Lawes action and counter-claim
- 16 Lawes Crundall } claim
- Bright's Trustees v. Hastings action
- 20 Convels Mate action
- Mitchinson Spencer action
- Bailey Lee & Everatt action
- Bethell Savill action
- Whitworth, Son & Nephew ld. v. W. L. B. Hirst action (Sheffield D.R.)
- The Real Estates Corpn. of London ld. v. Rosen berg action
- Boosey & Co. James Poole & Sons ld. action
- 26 Stewart McCabe action

**SUMMARY OF CHANCERY CAUSE LIST.**

1.—Mr. Justice KEENE— <i>Witness Actions</i>	64
Adjourned Summonses	9
Further Considerations	1
Motions	6
2.—Mr. Justice BYRNE— <i>Witness Actions</i>	25
Petitions	2
Causes for Trial without Witnesses and Adjourned Summonses	8
3.—Mr. Justice FARWELL— <i>Witness Actions</i>	8
Adjourned Summonses	12
Further Considerations	7
Liverpool District Registry	1
	<b>80</b>
	<b>35</b>
	<b>28</b>

	Brought forward ..	143
4.—Mr. Justice <b>BUCKLEY</b> — <i>Witness Action</i> .. .. .		1
Adjourned Summonses .. .. .		22
Further Considerations .. .. .		4
		— 27
5.—Mr. Justice <b>JOYCE</b> — <i>Witness Actions</i> .. .. .		6
Non-Witness Actions, including Summonses .. .. .		21
Further Considerations .. .. .		2
		— 29
6.—Mr. Justice <b>SWINFEN EADY</b> — <i>Witness Actions</i> .. .. .		26
Causes for trial without Witnesses, and Adjourned Summonses .. .. .		4
Motions .. .. .		7
		— 37
<b>Total Causes and Matters for Hearing in the Chancery Division .. .. .</b>		<b>236</b>

*Companies (Winding Up) Matters for Hearing before Mr. Justice BYRNE and Mr. Justice BUCKLEY.*

<i>Petitions, Companies (Winding up)</i> 14	<i>J. S. C. Arrangement Act</i> 1	15
<i>Petitions, Chancery Division</i> .. .. .		2
<i>Court Summonses, Companies (Winding up) and Chancery Division</i> .. .. .		8
		— 25

HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

EASTER SITTINGS, 1902.

CROWN PAPER.

FOR JUDGMENT.

Middlesex. Hornsey Urban District Council v. Hennell Magistrate's case dismissal of claim for sewerage, &c. expenses (c.a.v. March 25, 1902, cor. Lord Chief Justice and Darling and Channell, Jj.).

FOR ARGUMENT.

- 1 Pembrokeshire. The King v. Mayor, &c. of Pembrokeshire nisi for mandamus to obey order of Local Government Board (expte. Local Government Board).
- 2 London. Vestry of St. James and St. John, Clerkenwell v. Evans appl. against dismissal by Jj. of claim under Metropolitan Management Act, 1862.
- 3 County of London. The King v. Special Commissioners of Income Tax nisi for mandamus to state case (expte. Wilson & ora.).
- 4 Cardiff. McKenzie v. Spear Magistrate's case information under Licensing Act.
- 5 Yorkshire, W. R. The King v. Mayor, &c. of Bradford nisi for certiorari for Sheriff's inquisition (expte. Verity & anr.).
- 6 London. Great Northern & City Ry. Co. v. Tillett Magistrate's case appl. against compensation under Land Clauses Act, 1845.
- 7 Worcestershire. Hayes v. Rule & anr. Magistrate's case dismissal of information under Sale of Food & Drugs Act.
- 8 Met. Pol. Dist. The King v. Kennedy, Esq., Met. Pol. Mag. nisi for order to hear appl. for 3 summonses (expte. Stirling).
- 9 Monmouthshire. Monmouthshire County Council v. Monmouth Union & ora. Quarter Sessions Special case Receipts' appl.
- 10 Cheshire. Mayor, &c. of Stockport v. Wright Magistrate's case dismissal of complaint under Stockport Waterworks Act, 1861.
- 11 London. The King v. Crosby, Esq., Alderman & Woodthorpe nisi to Alderman to state case (expte. Charing Cross, &c. Corp.).
- 12 Merionethshire. Lloyd & anr. v. Evans Magistrate's case conviction for trespass in pursuit of game.
- 13 Met. Pol. Dist. Irving (on behalf of Islington Borough Council) v. Callow Park Dairy Co. Magistrate's case dismissal of complaint under Sale of Food & Drugs Act.
- 14 Same. Bacon (on behalf of Islington Borough Council) v. Same same.
- 15 Same. Sheath v. Cockburn Magistrate's case conviction under Public Health (London) Act, 1891.
- 16 Devonshire. The King v. Mayor, &c. of Plymouth nisi for mandamus to assess compensation (expte. Underhill).

- 17 Met. Pol. Dist. The King v. E. G. T. d'Eyncourt, Esq., Met. Pol. Mag. and Cowling nisi for order to Met. Pol. Mag. to state case (expte. Boots, Cash (chemists)).
- 18 County of London. The King v. H. Egerton, Esq. & anr., Jj., &c. nisi for order or warrant of commitment by Jj. (expte. Munby).
- 19 Yorkshire, N. & E. R. The King v. Howden Rural District Council nisi for order to pay costs of indictment.
- 20 County of Southampton. Bayre v. Pearks, Gunston & Tee Magistrate's case dismissal of 2 informations under Sale of Food and Drugs Act, 1875.
- 21 Yorkshire, W. R. The King v. Myers, Esq. & ora., Jj., &c. nisi for mandamus to hear, &c. appl. for renewal of music license (expte. Satten-shall).
- 22 Same. The King v. Same same (expte. Hartley).
- 23 Same. The King v. Same same (expte. Armitage).
- 24 Same. The King v. Same same (expte. Thomas).
- 25 Same. The King v. Same same (expte. Blakely).
- 26 Same. The King v. Same same (expte. Harrison).
- 27 Richmond. Pearks, Gunston & Tee v. Ward Magistrate's case conviction under Sale of Food & Drugs Act, 1875.
- 28 Met. Pol. Dist. MacKenzie v. Hawke Magistrate's case conviction under 16 & 17 Vic., c. 119.
- 29 Same. Hawke v. MacKenzie Magistrate's case appl. as to moiety of penalties.
- 30 Same. Same v. Same Magistrate's case dismissal of information under 16 & 17 Vic., c. 119.
- 31 Same. Same v. Same same.
- 32 Warwickshire. Stokes v. Mitcheson Magistrate's case dismissal of information under Coal Mines Regulation Act, 1887.
- 33 Blackpool. The King v. Whitaker Esq. & ora., Jj., &c. & Fielding & ora. nisi for order to state case (expte. Mayor, &c. of Blackpool).
- 34 Met. Pol. Dist. London County Council v. Mayor, &c. of Wandsworth Magistrate's case claim & apportionment of paying expenses.
- 35 Northamptonshire. Burton & Sons v. Mattinson Magistrate's case conviction under Sale of Food & Drugs Act, 1875.
- 36 England. In the Matter of a Solicitor v. Expte. Incorporated Law Soc. notice of motion to strike a Solicitor off the Roll.
- 37 Southampton. Hennen v. Southern Counties Dairies Co. ld. Magistrate's case dismissal of information under Sale of Food & Drugs Act.
- 38 Denbighshire. Colwyn Bay & Colwyn U. D. C. v. Homan Magistrate's case dismissal of information under sec. 3 of The Public Health Act, 1893.
- 39 Same. Same v. Same Magistrate's case dismissal of information under Public Health Act, 1875.
- 40 London. Pearks, Gunston & Tee v. Mitchener Quarter Sessions Special case Applite' appl.
- 41 Yorkshire, W. R. The King v. Blakelock nisi for

- certiorari for Sheriff's inquisition (expte. Lord Mayor, &c. Sheffield).
- 42 Bedfordshire. The King v. Eaton Bray U. D. C. (expte. Local Government Board).

CIVIL PAPER.

FOR ARGUMENT.

- 1 Middlesex, Brentford. Salamon (trading, &c.) v. Wheatley (Wheatley ld., Clmst.) County Court Plff.'s appl. from Judge Bagshawe.
- 2 Middlesex, Clerkenwell. Wright v. Fairbairn County Court Deft.'s appl. from Judge Edge.
- 3 Middlesex, Westminster. Maskelyne & Cook v. Smith (Palmer & ora., clmst.) County Court (Clmt. Palmer's appl. from Deputy Judge Heron Smith).
- 4 Warwickshire, Birmingham. Wilkinson v. Smith & anr. County Court Defts' appl. from Judge Whitehorse.
- 5 Glamorganshire, Neath. Griffiths v. Eastmans ld. County Court Plff.'s appl. from Judge Blahop.
- 6 Lancashire, Bolton. Northern Employers' Indemnity Co. v. Kniveston County Court Appla' appl. from Judge Bradbury.
- 7 London. Geary, Walker & Co. v. Moorhouse Mayor's Court Plffs' appl. from Assistant Judge Jackson.
- 8 Middlesex, Shoreditch. Janshevsky v. North Metropolitan Tramways Co. County Court Plff.'s appl. from Judge French.
- 9 Middlesex, Westminster. Isaacson & Wife v. New Grand County Court Plffs' appl. from Deputy Judge Horton Smith.
- 10 ———. Brint & Allen motion to set aside award.
- 11 Devonshire, Exeter. Davey v. Willey & Co. County Court Plff.'s appl. from Judge Woodfall.
- 12 Yorkshire, Halifax. Smith v. Ingham County Court Plff.'s appl. from Judge Cadman.
- 13 Cardiganshire, Lampeter. Williams v. Jones & anr. County Court Plff.'s appeal from Judge Bishop.
- 14 Cambridgeshire, Ely. Haddenham Parish Council v. Nightingale County Court Plffs' appeal from Judge Willis.
- 15 Suffolk, Ipswich. Groves (trading, &c.) v. Best County Court Deft.'s appl. from Judge Eardley Wilcock.
- 16 Berkshire, Reading. Baynes & Co. v. Watts & Co. County Court Plffs' appl. from Judge Bessell.
- 17 Yorkshire, Huddersfield. Haigh v. Barron County Court Deft.'s appl. from Deputy Judge Thompson.
- 18 Northamptonshire, Northampton. Walls & anr. v. Dowdy County Court Plffs' appl. from Judge Snaggs.

- 19 Worcestershire, Stourbridge. *Abrahams v. Great Western Ry. Co.* County Court Defts.' appl. from Deputy Judge Harrington.
- 20 Hampshire, Lymington. *Smith v. Buchanan & anr.* County Court Pftff.'s appl. from Deputy Judge De Castro.
- 21 Glamorganshire, Methyr Tydfil. *Jones & ors. Pen-y-arren Brewery Co.* County Court Defts.' appl. from Judge Williams.
- 22 Middlesex, Clerkenwell. *Gas Light & Coke Co. v. Cannon Brewery Co.* County Court Pftffs.' appl. from Judge Edge.
- 23 Yorkshire, Sheffield. *Cockayne Id. v. Pope* County Court Pftffs.' appeal from Judge Wadly.
- 24 Warwickshire, Birmingham. *Broadley v. Poole & Co.* County Court Defts.' appl. from Judge Whitehorse.
- 25 Middlesex, Bow. *Ramsey v. Friend & ors.* County Court Defts.' appl. from Judge French.
- 26 —. In re an Arbitration between Mellor & anr. and Sladdin. Special case stated by Arbitrator.
- 27 London. *Radclyffe v. Harvey* City of London Court Defs.' appl. from Judge Lumley Smith.
- 28 Staffordshire, Walsall. *Hales v. Cartwright* County Court Pftff.'s appl. from Judge Roberts.
- 29 Worcestershire, Stourbridge. *Hawkins & anr. v. Smart & Smith* County Court Pftffs.' appl. from Judge Sir R. Harrington, Bart.
- 30 Worcestershire, Worcester. *Holton v. Bentley, Hobbs & Mytton* County Court Pftff.'s appl. from Judge Sir R. Harrington, Bart.
- 31 Sussex, Brighton. *Cane v. Willett & Wife* County Court Pftff.'s appl. from Judge Martineau.
- 32 Norfolk, Great Yarmouth. *Saunders v. Cockrill* County Court Defs.' appl. from Judge Eardley Wilmot.
- 33 Middlesex, Bow. *Brightmore v. Baker* County Court Defs.' appl. from Judge French.
- 34 Warwickshire, Coventry. *Elliott v. Liggins.* County Court Defs.' appl. from Judge Ingham.
- 35 Suffolk, Ipswich. *Read v. Friendly Society of Operative Stenemasons & ors.* County Court Defs.' appl. from Judge Eardley Wilmot.
- 36 London. *Prentis v. Abbott & Co.* City of London Court Defts.' appl. from Judge Rentoul.
- 37 Middlesex, Westminster. *Williams v. Williams.* County Court Defs.' appl. from Judge Woodlill.
- 38 Same. *White, Druce & Brown v. Walker.* County Court Defs.' appl. from Deputy Judge.
- 39 Sussex, Chichester. *Critchell & ors. v. Brind.* County Court Defs.' appl. from Judge Martineau.
- 40 Surrey, Chertsey. *Egham Rural District Council v. Gordon* County Court appl. from Judge Russell.

- 41 Surrey. In re an Arbitration between Hickie, Borman & Co. and Hart. Special case stated by Arbitrator.
- 42 —. In re an Arbitration between Bostel, Sons & anr. and Easton, Anderson & Co. id. Special case stated by Arbitrator.
- 43 Suffolk, Beccles & Bungay. *Hartcup v. Overton* County Court Defs.'s appl. from Judge Eardley Wilmot.
- 44 Warwickshire, Birmingham. *Pearce & ors. v. Bolton & anr.* County Court Defs.'s appl. from Judge Whitehorse, K.C.
- 45 Somersetshire, Taunton. *Thorne v. Ransomes, Sims & Jeffries* County Court Defts.'s appl. from Judge Beresford.
- 46 Yorkshire, Halifax. *Wadsworth & Son v. Holdsworth* County Court Pftffs.'s appl. from Deputy Judge Thompson.
- 47 Gloucestershire, Gloucester. *Trevesper v. Poole* County Court Pftff.'s appl. from Judge Elliot.
- 48 Manchester District Registry. *Fletcher v. Waters* motion by Pftff. to set aside judgt. directed to be entered by Edward Pollock, Esq., Official Referee.
- 49 Same. Same v. Same same.
- 50 Same. Same v. Same same.
- 51 Northumberland. *Marrs & ors. v. Thompson* County Court Defs.'s appl. from Judge Greenwell.
- 52 London. *Hindley v. Tawson, Son & Meeks* Mayor's Court Pftff.'s appl. from Common Serjeant.
- 53 Gloucestershire, Cheltenham. *Martin & anr. v. Hall & Sons* County Court Defts.'s appl. from Judge Elliot.
- 54 Yorkshire, Huddersfield. *Slawick v. Refuge Asso. Co.* County Court Defts.'s appl. from Deputy Judge Thompson.
- 55 Derbyshire, Derby, & Long Eaton. *Holland v. Hunt* County Court Pftff.'s appl. from Judge Smyly.
- 56 —. *Cochrane v. Morse* motion by Deft. to set aside award.
- 57 Liverpool. *Edwards v. Lord Mayor, &c. of Liverpool* appl. from Bucknill J. granting certiorari to remove Action from Liverpool Court of Passage.
- 58 —. In re an Arbitration between Ibo Trust Id. and Ialdore Wyler motion by Wyler to set aside award.
- 59 Yorkshire, Thirsk. *Kidd v. Kidd & anr.* County Court Pftff.'s appl. from Judge.
- 60 Glamorganshire, Swansea. *McKevitt v. Hodgens* County Court Defs.'s appl. from Judge Williams.
- 61 Preston. *Darlow v. Singleton & ors.* Preston Court of Pl. as Pftff.'s appl. from Recorder.
- 62 Same. Same v. Shuttlesworth same.
- 63 —. *Mothrill & ors. v. Biely* motion to set aside award of Special Referee.
- 64 —. In re an Arbitration between Kempf and Von Franz.

- 65 Preston. In re the Great Northern & City Ry. Co. London. *Worth & Sons v. Leach & ors.*
- SPECIAL CASES.**
- FOR ARGUMENT.
- 1 Harrington v. Ho'bro'ok Special case.
  - 2 In re an Arbitration between The City & South London Ry. Co. and The Rector and Churchwards of the United Parishes of St. Mary Woolnoth & St. Mary Woolchurch Haw Special case.
  - 3 Godstone E. D. C. v. Caterham U. D. C. Special case.
  - 4 Empress of Gwalla v. Taylor Points of Law.
  - 5 Pride of Gwalla v. Same Points of Law.
  - 6 Tung v. Great Northern Ry. Co. Points of Law.
  - 7 Smith v. Kynnersley & ors. Special case.

- MOTIONS FOR JUDGMENT.**
- 1 Green v. Lane & anr.
  - 2 Goolman v. Horgan & anr.

**COURT FOR THE CONSIDERATION OF CROWN CASES RESERVED.**

FOR ARGUMENT.

*Rex v. Hadwen & Ingham.*

**REVENUE PAPER.**

OPPOSED MOTION.

The Attorney-Gen. (Informant) and Baldwin John Pollexfen Bastard (Defendant).

CASES STATED.

H.H. The Nizam's Guaranteed State Ry. Co. Id. (Appl.) and Apthorpe (Surveyor of Taxes), Rept.  
E. L. Browne (Appl.) and M. C. Furtado (Surveyor, &c.), Rept.

Motions for Attachment . . . 4.

	<b>DIVISIONAL LIST.—SUMMARY.</b>		
Crown Paper ..	.. .. .	42	
Civil Paper ..	.. .. .	66	
Special Cases ..	.. .. .	7	
Revenue Paper ..	.. .. .	7	
	Total ..	122	

**HIGH COURT OF JUSTICE.**  
**KING'S BENCH DIVISION.**  
**EASTER SITTINGS, 1902.**

**APPEALS from County Courts to be heard by a DIVISIONAL COURT Sitting in Bankruptcy, Pending 1st April, 1902.**

In re *Vernon* Expte. The Official Receiver, Trustee v. Alexander Pyke an appl. from the County Court of Northamptonshire, holden at Northampton

**MOTIONS IN BANKRUPTCY for hearing before the Judge, Pending 1st April, 1902.**

In re *Mateo Clark* Expte. The Debtor v. The Buenos Ayres & Pacific Ry. Co. Id. and The Official Receiver

In re *Sir Robert Peel* Expte. F. S. Salaman, Trustee v. Von der Hyde Heydt and P. J. Burt, S. A. Went & anr.

In re *Drucker* Expte. Mrs. Theresse Drucker v. D. F. Beaden, Trustee

In re *Hall & Hall* Expte. G. G. Poppleton, Trustee v. John Hay Hall

5 In re *Hawkins* Expte. Percy Mason, Trustee v. T. E. Hawkins and W. H. Dalton

In re *Same* Expte. Same v. Mrs. Charlotte E. Hawkins

In re *Same* Expte. Same v. T. E. Hawkins

In re *Lawford & Lawrence* (trading as The London Co-operative Cab Co.) Expte. Hastings Bros. Id. v. C. L. Nichols, Trustee

In re *Dolmetsch* Expte. E. Hobbs, Trustee v. Helens Dolmetsch

10 In re *Stickells* Expte. R. Stray v. J. C. Alton, Trustee

In re *Fonnereau* Expte. Mrs. S. I. Harland v. F. Gimblett, Trustee

In re *Cottam* Expte. J. F. Lovering, Trustee v. Schmettau and Ancrum

**MATTERS IN BANKRUPTCY.—Total number of Appeals and Motions .. .. 18.**

HIGH COURT OF JUSTICE.  
 PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at EASTER SITTINGS, 1902.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—  
 R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>PART-HEARD CAUSES.</b>				
<i>Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.</i>				
W.D.	Lo Ben, F. K. v. Lo Ben, P. . . . .	Dyson & Co.		
P.	{ West, dec. { Lightbody v. West & ors. (for judgment) . . . . .	Brown, Ringrose & Co.	{ J. T. Davies. { Dunn & Co.	
<b>BEFORE THE COURT ITSELF—UN-DEFENDED DIVORCE.</b>				
1	H.D. Power v. Power & Luscombe . . . . .	Goldberg & Co.		
2	H.D. Hulin v. Hulin & Evans . . . . .	Judge & Priestley.		
3	W.J.S. Turner, C. R. A. v. Turner, S. S. . . . .	Smith, Fawdon & Low.		
4	W.D. Lamborn, M. E. B. v. Lamborn, J. . . . .	Maddocks & Colson .	In Person.	
5	W.D. Bowen-Rowlands, H. v. Bowen-Rowlands, E. B. . . . .	Goldberg & Co.		
6	W.D. Pudner, A. D. v. Pudner, G. R. . . . .	R. P. H. Watts.		
7	H.D. Smith v. Smith & Forrest . . . . .	In Person.		
8	W.J.S. Mitchell, E. E. A. K. v. Mitchell, J. . . . .	Jennings & Co. . . .	J. E. Harris.	
9	W.D. Morris, M. J. v. Morris, G. . . . .	E. P. Trotman.		
10	W.D. Reilly, L. H. v. Reilly, L. S. . . . .	L. A. L. North.		
11	H.D. Dane, E. T. v. Dane, C. . . . .	Long & Gardiner.		
12	W.D. Whitcomb, M. v. Whitcomb, B. . . . .	J. D. Langton. . . .	In Person.	
13	H.D. Mulley v. Mulley & Barber . . . . .	Corbin & Co.		
14	W.D. Law, E. J. v. Law, H. W. . . . .	W. H. Young. . . .	Holroyd & Co.	
15	H.D. Bullock v. Bullock & Belcher . . . . .	Rooke and Sons.		
16	W.D. Marychurch, M. A. v. Marychurch, J. . . . .	Warmington & Co.		
17	W.D. Cooper, M. A. v. Cooper, F. . . . .	Page & Scorer. . . .	Collyer-Bristow & Co.	
18	H.D. Bartlett v. Bartlett & Tuck . . . . .	F. J. Little.		
19	W.D. Donnelly, M. A. v. Donnelly, J. . . . .	Peacock & Goddard.		
20	W.D. Kenningham, F. v. Kenningham, H. W. R. . . . .	Marsh & Co.		
21	H.D. Bennett v. Bennett & Dockerell . . . . .	Milliken & Co.		
22	W.D. Wright, A. J. v. Wright, A. W. . . . .	Dubois & Williams.		
23	W.D. Whiteman, E. v. Whiteman, W. R. . . . .	Sparkes & Richards.		
24	W.D. Williams, C. G. v. Williams, J. J. . . . .	Treadwell & Aylwin.	Rowcliffes & Co.	
25	H.D. Harris, J. H. v. Harris, B. M. . . . .	Busk & Co.		
26	H.D. Brown v. Brown & Rowe. . . . .	Clarkson & Co.		
27	W.D. Hickling, L. F. v. Hickling, H. G. . . . .	Crowders, Vizard & Co.		
28	H.D. Hatherly v. Hatherly & Reach . . . . .	Radford & Frankland.		
29	W.D. Wainwright, A. A. v. Wainwright, W. G. . . . .	Metcalf & Storr.		
30	W.D. Aldridge, E. C. P. v. Aldridge, H. . . . .	W. Denman.		
31	H.D. Campbell v. Campbell & Douglas . . . . .	Hare & Co.		
32	H.D. Hearn v. Hearn & Ayers . . . . .	Blyth & Co.		
33	W.N. Browne orse. Wilson v. Browne . . . . . (in camera)	Cameron, Kemm & Co.	Hunter & Haynes.	
34	W.D. Moynihan, M. E. v. Moynihan, T. F. . . . .	In Person.		
35	W.D. Hornsby, F. v. Hornsby, F. B. . . . .	Jordon & Lavington.	J. D. Fowle.	
36	W.D. Bridges, M. A. v. Bridges, T. . . . .	Lewis & Lewis.		
37	W.D. Greenwood, E. A. v. Greenwood, W. . . . .	Sharpe, Parker & Co.		
38	W.D. Moseby, C. v. Moseby, J. . . . .	Leonard & Pilditch.		

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
39	W.D. Twentyman, E. M. H. v. Twentyman, W. A. H.	Beardall & Co.	Stevenson & Couldwell.	
40	H.D. Metters v. Metters & Cotterell	Law & Worsam.		
41	W.D. Wastall, E. S. v. Wastall, J.	James & James	Benham & Meyer.	
42	W.D. Leuenberger, L. v. Leuenberger, A. F.	J. D. Langton.		
43	H.D. Pipe v. Pipe & King	In Person.		
44	W.D. Lilford-Powys, E. J. v. Lilford-Powys, V. E.	J. Hill.		
45	H.D. Cooke v. Cooke & Ball	Reynolds & Co.		
46	W.D. Fletcher, C. J. v. Fletcher, T. H.	Osborn & Osborn.		
47	W.D. Young, E. v. Young, St. J. M.	Lewis & Lewis.		
48	W.D. Moore, M. I. v. Moore, R. D.	A. Newton & Co.		
49	W.D. Baker, F. S. W. v. Baker, F. E.	A. Newton & Co.	T. Hack.	
<b>BEFORE THE COURT ITSELF—PROBATE AND DEFENDED DIVORCE.</b>				
1	P. {C. Worsley, dec. Vincent v. Worsley & ors.	Gedgo & Co.	{F. C. Matthews & Co. Ley & Co. Pears & Co.	
2	W.J.S. Day, H. v. Day, W. C.	Thomson & Thomson	H. Wilson.	
3	P. {Holt, dec. Freeman v. Holt	D. Freeman	Cartwright & Cunningham.	
4	P. {Davies, dec. Davies v. Davies & ors.	Purkis & Co.	Wrentmore & Son.	
5	W.J.S. Backes, G. M. v. Backes, V.	Stacpoole & Co.	Beaumont & Co.	
6	P. {Colyer, dec. Whitelaw v. Colterell	C. F. Karuth.	Mills, Lockyer & Mills.	
7	W.J.S. Burton, O. L. v. Burton, A. L.	Page & Scorer	Walker, Son & Field.	
8	W.D. Norris, I. A. B. v. Norris, J. J.	Stileman & Neate.		
9	{W. R. C. R.} Aylard, E. E. v. Aylard, W. H.	A. C. Derham	Routh & Co.	
10	W.D. Jeans, E. v. Jeans, R. W.	Brash, Whceler & Co.	J. Meredith.	
11	P. {Brindley, dec. Harrison v. Brindley	Rowcliffes & Co.	A. E. Fenton.	
12	P. {Vieweg, dec. Stitt & anr. v. Vieweg & ors.	Ranger & Co.	Maude & Tunnicliffe.	
13	W.D. Kinsey, M. v. Kinsey, H.	J. W. Sykes	Lee, Ockerby & Co.	
14	H.D. Ellis v. Ellis & Bailey (King's Proctor shewing cause)	Law & Worsam.		
15	{W. R. G. R.} Archer, A. E. v. Archer, A. J.	F. A. S. Stern	Osborn & Osborn.	
16	P. {Fligelstone, dec. Fligelstone v. Fligelstone	Anning & Co.	R. Barnes.	
17	H.D. Weir v. Weir & Lonnon.	A. E. Debenham.		S. Myers.
18	H.D. Phillips v. Phillips & Roggenban	R. W. Beckwith	G. Jolly	Lloyd & Co.
19	H.D. Harris v. Harris & Baker	Stark, Edwards & Co.	Walker & Rowe	T. Hack.
20	H.D. Eaves v. Eaves & Marland	Leigh & Nash	Robinson & Bradley.	Robinson & Bradley.
21	{W. R. C. R.} Grey, M. v. Grey, E.	Clarkson & Son	Windsor & Co.	
22	W.J.S. Lynes, E. A. v. Lynes, F. W.	D. A. Romain	Gibbs, White & Strong.	
23	W.J.S. Williams, E. v. Williams, E. H.	D. A. Romain	In Person.	
24	W.D. Guthrie, G. S. v. Guthrie, R. G. (King's Proctor shewing cause)	Osbaldeston & Co.		
25	H.N. Wightman v. Wightman orse. Males (King's Proctor shewing cause)	Lovell & Co.		
26	W.D. Gilbert, M. v. Gilbert, L.	J. D. Langton	A. Newton & Co.	
27	{H. R. C. R.} Murphy, F. J. v. Murphy, M. M. I.	Eardly & Co.	Sutton & Co.	
28	H.D. Downshire v. Downshire & Laycock	Lewis & Lewis	Slaughter & Colegrave	C. Russell & Co.
29	P. {Wooler, dec. Watson v. Wooler	Andrew Wood & Co.	A. Burn & Son.	
30	H.D. Mason v. Mason, Kenyon and Appleton	Riddell & Co.	{Howard & Son. S. H. Ackroyd.	
31	H.D. Jackson, E. F. v. Jackson, I.	Rowe & Maw	Bachelor & Cousins.	
32	P. {Clayton, dec. Oakes v. Percival	Stephens & Stephens	Sharpe, Parker & Co.	



No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>COMMON JURIES.</b>				
1	H.D. Blackett v. Blackett & Trail . . . . .	Collyer-Bristow & Co.	C. Lumley . . . . .	Woodecock & Co.
2	P. Holliwell, dec. Cotton v. Cotton . . . . .	Hare & Co. . . . .	E. J. Q. Maggs.	
3	H.D. Ryan v. Ryan & Greaves . . . . .	W. & W. Stocken.		
4	P. Berner, dec. Tarsey & anr. v. Hales . . . . .	Hopwood & Sons . . . . .	Palmer & Bull.	
5	H.D. Roberts v. Roberts, Foulkes & Jones	Huntley & Son . . . . .	T. D. Jones . . . . .	T. D. Jones for Jones.
6	W.D. Schönstadt, E. v. Schönstadt, M. H.	Osborn & Osborn . . . . .	In Person.	
7	H.D. Lineham v. Lineham & Badger	Montagu & Co.		
8	H.D. Alexander v. Alexander & French . . . . .	Cowland & Chowne . . . . .	Thorowgood & Co. . . . .	A. Newton & Co.
9	P. Metcalfe, dec. Snow & anr. v. Metcalfe & anr. . . . .	Robins & Clark . . . . .	A. Toovey.	
10	H.D. Andrews v. Andrews & Edwards	H. T. Nicholson . . . . .	Stewart & Ainger . . . . .	Stewart & Ainger.
11	H.D. Tomlinson v. Tomlinson & Wilmot . . . . .	Ward & Co. . . . .		Kingsford & Co.
12	H.D. Cottle v. Cottle & James . . . . .	Riddell & Co.		
13	H.D. Evans v. Evans & Wilson . . . . .	In Person.		
14	H.D. Watkins v. Watkins & Cheesewright	Stewart & Ainger.		
15	H.D. Besley v. Besley & Walters . . . . .	Avery & Wolverson . . . . .	Hamlin & Co. H. H. Austwick.	
<b>SPECIAL JURIES.</b>				
1	W.J.S. Harland v. Harland . . . . .	T. D. Dutton . . . . .	Scott & Co.	
	H.D. Harland v. Harland & Acheson . . . . .	Scott & Co. . . . .	T. D. Dutton. Parish & Hickson. Pritchard, Englefield & Co. Booth & Smee.	
2	P. Robison, dec. Rivers & ors. v. Plater & ors. . . . .	L. W. Byrne . . . . .	Grant, Bulcraig & Co.	
3	H.D. Griffiths, W. P. v. Griffiths, C. . . . .	Wood & Sons . . . . .		
4	P. Rose, dec. Sigismund v. Justice . . . . .	Stewart & Ainger . . . . .	Radford & Frankland.	
5	H.D. Vick v. Vick & de Wynter . . . . .	Winter & Co. . . . .	Brandon & Nicholson	Brandon & Nicholson.
6	P. Campbell, dec. Ireland v. King's Proctor . . . . .	Keddey & Co. . . . .	The Treasury Solicitor.	
7	P. Tyser, dec. Tyser v. Tyser . . . . .	Braby & Maedonald . . . . .	A. Newton & Co.	
8	H.D. Peppé v. Peppé & Butter . . . . .	Ranken, Ford & Co. . . . .	Burnie & Co. . . . .	Gole & Co.
9	H.D. Bradbury v. Bradbury & Rossiter-Wade . . . . .	Ranger & Co. . . . .	H. B. Peake . . . . .	J. Marshall.
10	W.D. Chambers v. Chambers (Hartland intervening)	F. F. Palmer . . . . .	Lewty & Co. . . . .	Prior & Co. for Inter- venor.
11	H.D. Pinson v. Pinson & Baumann . . . . .	Miller, Smith & Bell	Wingfield & Blew . . . . .	In Person.
12	P. Derry, dec. Derry & anr. v. Sargent. . . . .	G. R. Hubbard . . . . .	Crowders, Vizard & Co. Marah & Co.	
13	P. Hard, dec. Whittle & anr. v. Hard . . . . .	Nye & Co. . . . .	Field, Roscoe & Co. The Official Solicitor.	

**SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.**

Causes before Court itself—Undefended . . . . .	49
Causes before Court itself—Defended . . . . .	32
Common Juries . . . . .	15
Special Juries. . . . .	13

Total Actions and Causes .. 109

PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
<b>MICHAELMAS, 1899.</b>				
1	W.J.S. Green, A. E. v. Green, E. W. 469. . . . . (def.)	Jennings, Son & Allen.	C. W. Marriott.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
2 H.D.	Vizard v. Vizard & Griffiths. 19978 . (C.J.)	Riddell & Co. . . .	Ward, Bowie & Co. . . . { Long & Gardner. Wontner & Sons. G. W. Wallis.	H. Jacobs.
3 H.D.	Barclay v Barclay & Chetwynd . . . (S.J.)	Gedge, Kirby & Millett.		
MICHAELMAS, 1900.				
4 W.J.S.	Graves, M. A. v. Graves, H. . . . (def.)	H. A. Sims . . . .	Ford & Ford.	
5 {H.R. C.R.}	Getty, W. v. Getty, C. B. . . . (def.)	Busk, Mellor & Co. . .	T. B. & W. Nelson.	
6 W.D.	Greaves, E. M. K. C. v. Greaves, C. J. (def.) stayed	W. L. Walker . . . .	In Person.	
7 H.D.	Clarke v. Clarke & Page . . . (def.) stay sec.	Windsor & Co. . . .	R. P. H. Watts . . .	J. Merley.
8 H.D.	Hughes v. Hughes, Taubflicben and Bayer (def.) stay sec.	C. V. Young & Co. . .	Lewis & Lewis.	
9 W.D.	Phillips, L. M. v. Phillips, A. E. . . (undef.)	Andrews & Andrews.		
10 H.N.	Birch v. Birch orse. Howarth . (in camera) (def.) stay sec.	E. Fitz-Gerald . . .	H. B. Sewell.	
11 W.J.S.	Hawkins, A. E. v. Hawkins, J. S. R. . (undef.)	Dunns, Baker & Co..	Preston, Stow & Co.	
12 W.J.S.	Spurr, M. W. v. Spurr, M. B. . . (undef.)	In Person.		
13 W.J.S.	White, M. F. v. White, F. J. . . . (C.J.)	Walker & Rowe . . .	Blair & Girling.	
14 W.D.	Theobald, E. E. v. Theobald, A. G. . (def.)	Biggs, Roche & Co. .	Cameron & Co.	
15 W.J.S.	Horton, A. V. v. Horton, S. H. . (S.J.) stay sec.	Field, Roscoe & Co. .	Brooks, Jenkins & Co.	
16 H.D.	Craymer v. Craymer & Williams . (C.J.) stay sec.	T. D. Jones . . . .	Stewart & Ainger.	
17 H.D.	Lines v. Lines & Thorp. . . . (def.) stay sec.	Smiles & Co. . . .	H. A. Sims . . . .	H. A. Sims.
18 H.D.	Sturgess v. Sturgess & Laphorne . (def.) stay sec.	Apps & Son . . . .	W. H. Curtis.	
19 H.D.	Metherell v. Metherell & Vanderwulf (undef.)	Busk, Mellor & Norris.		
20 W.J.S.	Lloyd-Roberts, F. G. M. v. Lloyd-Roberts, G. H. (def.)	T. White & Sons. . .	Soames & Co.	
21 W.J.S.	McAvoy, V. v. McAvoy, F. W. . . (def.)	W. H. Armstrong . .	Wells & Son.	
22 W.J.S.	Dickinson, M. v. Dickinson, J. F. . (C.J.) stayed	J. A. Whitehead. . .	Marsden & Son.	
23 {W.R. C.R.}	Grant, H. M. v. Grant, J. . . . (def.)	H. E. Moojen. . . .	Howard & Shelton.	
24 W.D.	Warwick, J. F. v. Warwick, G. J. . . (def.)	Turner & Co. . . .	Colyer & Colyer.	
25 W.J.S.	Bennett, R. M. v. Bennett, J. M. . . (def.)	J. K. Torkington. . .	F. A. S. Stern.	
26 {W.R. C.R.}	Armitage, C. E. v. Armitage, F. . . (def.)	Woodcock & Co. . .	Ayrton, Biscoe & Co.	
MICHAELMAS, 1901.				
27 H.D.	Rutherford v. Rutherford & Jennings (def.) stay sec.	Oree & Son . . . .	Pyke & Parrott.	
28 W.D.	Krause, M. J. F. E. v. Krause, J. G. W. (def.) stayed	Goldberg & Co. . . .	Woodsam & Smith.	
29 H.D.	Tittley v. Tittley & Walsh . . . (def.) stay sec.	A. Syrett . . . .	Stewart & Ainger.	
30 H.D.	Goodwin v. Goodwin & Bentley . . . (C.J.)	Osborn & Osborn. . .	{H. Mear. {Sharpe, Parkers & Co.	
31 W.D.	West, A. E. v. West, E. J. W. . . (undef.)	G. B. W. Digby.		
32 W.D.	Wright v. Wright, Moutrie & Dark . cited (def.)	Colyer & Colyer . . .	H. Rumney . . . .	F. Cherry for Moutrie.
33 W.J.S.	Hulme, E. E. M. v. Hulme, A. E. . . (undef.)	Prior & Co.		
34 W.J.S.	Martin, J. H. v. Martin, A. J. . . . (def.)	Osborn & Osborn . .	Plunket & Leader.	
35 W.J.S.	Lyles, S. v. Lyles, F. . . . . (def.)	Chester & Co. . . .	Helder, Roberts & Co.	
36 W.D.	Orton, F. v. Orton, W. E. . . . . (S.J.)	Lewis & Lewis . . .	Peacock & Goddard.	
37 W.D.	Barry, K. V. M. v. Barry, J. H. . . (def.)	Booth & Smee . . .	Harcourt & Co.	
38 H.D.	Williams v. Williams, Grinstead & Bolton (pt. hd.)	Shaw, Tremellen & Co.		
39 H.D.	Evans v. Evans & Dorling . . . (C.J.) stay sec.	Upton & Britton . . .	Stewart & Ainger.	
40 W.J.S.	Marsland, A. v. Marsland, F. . . .	Hewitt & Urquhart .	Rowcliffes & Co.	
41 W.D.	Fisher, E. S. v. Fisher, A. E. . . (undef.) stay com.	Osborn & Osborn.		
42 H.N.	Yules v. Yules orse. Solomon . . (def.) stay sec.	Hamlin & Co. . . .	A. Solomon.	
43 W.D.	Herring, M. J. v. Herring, W. . . (def.) stay sec.	Aird & Co. . . . .	A. Howard.	
44 H.D.	Wales v. Wales & Fenton . . . (def.) stay sec.	Hanne & Son. . . .	W. N. M. Scutta.	
45 H.D.	Phillips v. Phillips & Campbell . (def.) stay sec.	Headley & Roberts . .	Chapman & Stonehouse.	
46 H.D.	Dürschmidt v. Dürschmidt & Fischer (C.J.) stay sec.	Lee, Ockerby & Co . .	H. H. Price . . . .	H. H. Price.
47 H.D.	McGill v. McGill & Lees . . . (C.J.) stay sec.	W. L. Walter . . . .	Smiles & Litchfield.	
48 H.D.	Knight v. Knight & Guildford . (C.J.) stay sec.	Oswald & Co. . . .	{A. J. Grinstead. {Venn & Woodcock.	
49 H.D.	Goodwin v. Goodwin, White & Smith (S.J.) stay sec.	Everett & Hodgkinson	J. B. & F. Purchase .	L. Stroud for White.
50 H.D.	Weeks v. Weeks & Bawden . . . (C.J.) stay sec.	H. T. Nicholson . . .	{G. W. Davis. {T. M. Richards.	
51 H.D.	Turner, J. E. v. Turner, A. . . . (S.J.) stay sec.	R. Greening . . . .	J. T. Bossiter.	
52 H.D.	Holland v. Holland & Allen . . . (def.) stay sec.	Rowcliffes & Co. . .	{Curtis & Blott. {Taylor, Hoare & Co.	

**HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

*A D M I R A L T Y.—E A S T E R S I T T I N G S, 1902.*

**ACTIONS FOR TRIAL.**

Ship	"ACHURI"	Ship	"ELSWICK LODGE"	65	Ship	"MUNIFICENT"
"	"ALBION"	35	"ENFIELD"	"	"	"NECKAR"
"	"ALMADI"	"	"ENGLAND"	"	"	"NEWINGTON"
5	"ANDREAS"	"	"ETRURIA"	"	"	"NUMIDIA"
"	"ANJOU"	"	"GANNET"	"	"	"OLE BULL"
"	"ARRACAN"	"	"GARLAND AND ALICE"	70	"	"ONYZ"
"	"ASLAK"	"	"GEMMA"	"	"	"ORMUZ"
"	"ASUNTA"	40	"GERMANIA"	"	"	"OSWIN"
"	"AUNIS"	"	"GLASGOW"	"	"	"OXFORD"
10	"BAROLO"	"	"HARMONIDES"	"	"	"PHILADELPHIAN"
"	"BENMOHR"	"	"HERMINA"	75	"	"POLYXENI"
"	"BIRKHALL"	"	"HEROS"	"	"	"PLYMOTHIAN"
"	"BORDEE KNIGHT"	45	"HERSCHELL"	"	"	"POPLAR"
"	"BUCKINGHAM"	"	"IBEX"	"	"	"RION"
15	"CAMBRIAN"	"	"IBIS"	"	"	"SANUKI MARU"
"	"CARTHAGINIAN"	"	"IDLEWILD"	80	"	"SIAM"
"	"CAYO BONITO"	"	"JAMES CAMERON"	"	"	"SNOWFLAKE"
"	"CERES"	50	"J. W. WENDT"	"	"	"SUEZ"
"	"CITY OF ROCHESTER"	"	"KHARTOUM"	"	"	"SURREY"
20	"CHARENTE"	"	"LANCHESTER"	"	"	"SUTHERLAND"
"	"COPELAND"	"	"LEITHAM"	85	"	"TEAL"
"	"CORSIKA"	"	"LOCH FINLAS"	"	"	"TERGESTE"
"	"CONISTON"	55	"LORD OLYDE"	"	"	"THORSTEN"
"	"CORDILLERAS"	"	"MANCHURIA"	"	"	"TYNEFIELD"
25	"COMMERCIAL"	"	"MANORBIER CASTLE"	90	"	"UMTATA"
"	"CYGNET"	"	"MARPESSA"	"	"	"UPLANDS"
"	"DALTON HALL"	60	"MARGARET"	"	"	"VALLE"
"	"DUBAC"	"	"MARIA THERESE"	"	"	"VISCOUNT CASTLEREAGH"
30	"DUKE OF BUCKINGHAM"	"	"MEDIANA"	"	"	"WELLGUNDE"
"	"DUNDEE AND DOLLY VARDEN"	"	"MEGGIE"	"	"	"YARRAWONGA"
"	"EARL OF LATHOM"	"	"MANZANARES"	95	"	"ZWEENA"
"	"EDMUND GUSTAVE"	"	"MONSOON"	"	"	

**APPEALS TO THE DIVISIONAL COURT.**

Ship "MARGEERY"  
" "JOHN WATERS"

Ship "STATTER V. THOMESON"

**SUMMARY.**—Actions for Trial . . . 95; Appeals to Divisional Court . . . 3—Total . . . 98.

**MEMORANDUM.**—No complete List of Actions to be tried in this Division during Easter Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

**COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.**

*E A S T E R S I T T I N G S, 1902.*

**ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.**

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEEWICKE.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Apr. 14	Mr. Church	Mr. R. Leach	Mr. Carrington	Mr. W. Leach	Mr. Farmer	Mr. King	Mr. Jackson	Mr. Pugh
Tuesday " 15	" King	" Beal	" Pugh	" Greswell	" Godfrey	" Church	" Pemberton	" Carrington
Wednesday " 16	" Godfrey	" R. Leach	" Carrington	" W. Leach	" Farmer	" King	" Jackson	" Beal
Thursday " 17	" Farmer	" Beal	" Pugh	" Greswell	" Godfrey	" Church	" Pemberton	" R. Leach
Friday " 18	" Greswell	" R. Leach	" Carrington	" W. Leach	" Farmer	" King	" Jackson	" Pemberton
Saturday " 19	" W. Leach	" Beal	" Pugh	" Greswell	" Godfrey	" Church	" Pemberton	" Jackson

\*. The Whitsun Vacation will commence on Saturday, the 17th day of May and terminate on Tuesday, the 20th day of May, 1902, both days inclusive.

## COUNCIL OF LEGAL EDUCATION.

## PROSPECTUS OF LECTURES AND CLASSES

DURING

EASTER AND TRINITY EDUCATIONAL TERMS, 1902.

## ROMAN LAW AND JURISPRUDENCE AND INTERNATIONAL LAW—PUBLIC AND PRIVATE.

Reader . . . . . J. PAWLEY BATE, Esq.

Assistant Reader . . . . . S. H. LEONARD, Esq.

During Easter and Trinity Terms the READER proposes to deliver Lectures as follows:—

I. On Tuesdays (at five o'clock) he will continue his course of Lectures upon Private International Law, with especial reference to English doctrine. In Easter Term the first Lecture will be given on Tuesday, April 15th, and in Trinity Term the first Lecture will be given on Tuesday, June 3rd.

The following topics will be dealt with (the cases mentioned being particularly considered):—

1. Movables; Transfer *inter vivos*. *Cammell v. Sewell* (1867); *Alcock v. Smith* (1892).
2. Contract. General principles. Theory of Autonomy. *Lloyd v. Guibert* (1865); *In re Missouri Steamship Company* (1888); *Hamlyn v. Talisker Distillery* (1894).
  - (a) Capacity. *Male v. Roberts* (1800); *Sottomayor v. de Barros* (1877).
  - (b) Form. *Leroux v. Brown* (1852).
  - (c) Contents. *Santos v. Illidge* (1860); *Roussillon v. Roussillon* (1880).
  - (d) Discharge. *Jacobs v. Crédit Lyonnais* (1884).
  - (e) Bills of Exchange.
3. Tort. *The Halley* (1868); *Phillips v. Eyre* (1869); *British South Africa Co. v. Companhia de Mozambique* (1893); *Machado v. Fontes* (1897); *Davidson v. Hill* (1901).
4. Foreign Judgments. *Godard v. Gray* (1870); *Schibsby v. Westenholz* (1870).

II. On Mondays and Wednesdays (at two o'clock) and Fridays (at twelve o'clock) during Easter Term and on Wednesdays (at two o'clock) and Thursdays (at twelve o'clock) during Trinity Term the READER will continue his course of Lectures on Roman Law and Jurisprudence. In Easter Term the first Lecture will be given on Wednesday, April 9th, and in Trinity Term the first Lecture will be given on Wednesday, May 28th. This Course is so arranged as to cover in the educational year the topics ordinarily treated of in commentaries upon the Institutes of Justinian, (more attention being paid to the developed Roman Law than to the antiquities of Roman legal history. In particular the READER compares the Roman with the English Law, and shows the effect of Roman Law upon the legal systems of the present day; and in the course of the Lectures the leading ideas and terms of legal systems in general will be explained and analysed. The following topics will be discussed in Easter and Trinity Terms:—

1. Contract and Quasi-Contract.
2. Delict and Quasi-Delict.

III. On Mondays (at two o'clock) during Trinity Term the READER will deliver four Lectures on Public International Law. The first Lecture will be given on Monday, June 2nd. The following topics will be dealt with:—

1. The Declaration of Paris, 1856.
2. The Geneva Convention, 1864, and the Brussels Conference, 1874.
3. The Treaty of Washington, 1871.
4. The Hague Conference, 1899.

The READER is prepared to explain difficulties and give advice in connection with any of the subjects for which he is responsible after any of his Lectures. He will see Students who desire advice as to their studies at his Chambers, 11, Old Square, Lincoln's Inn, on Wednesday, April 9th, between 11 a.m. and 1 p.m.

During Easter Term the ASSISTANT READER proposes to deliver Lectures and hold Classes on the several titles of the 1st Book of Justinian's Institutes, and particularly on the following subjects:—

The nature and importance of Roman Law.

The legislation of Justinian.

The Sources of Roman Law—Slavery, Manumission, Patron and Freedman, Marriage and Divorce, Patria Potestas Adoption, Tutela, Cura.

The first Lecture will be delivered on Wednesday, 9th April, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Class will be held on Monday, 14th April, at 12 o'clock, and the Classes will be continued on subsequent Tuesdays at 3 o'clock and Mondays at 12 o'clock.

During Trinity Term the ASSISTANT READER proposes to deliver Lectures and hold Classes on the several titles of the 2nd Book of Justinian's Institutes, and particularly on the following subjects:—

The nature and classifications of Res. The modes of acquiring (a) Res Singulae; (b) Universitates Rerum. Ownership. Possession. Servitudes and other Jura in re aliena.

The Roman Law of Wills. Bequests (a) by Legacy, (b) by Fidei commissa.

The first Lecture will be delivered on Wednesday, 28th May, at 3 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays.

The first Class will be held on Monday, 2nd June, at 12 o'clock, and the Classes will be continued on subsequent Tuesdays at 3 o'clock and Mondays at 12 o'clock.

## CONSTITUTIONAL LAW (ENGLISH AND COLONIAL) AND LEGAL HISTORY.

Reader . . . . . A. T. CARTER, Esq.

DURING Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes on the following subjects:—

The Nature of Constitutional Law.

The liberty of the Subject in Peace and War.

Public Order.

The Crown and its Officers, and their Liability.

Acts of State.

Parliament and its Privileges.

The Estates of the Realm.

Colonial Constitutions.

## EASTER TERM.

The first Lecture will be delivered on Thursday, 10th April, at 3 o'clock, and the subsequent Lectures at the same hour on Fridays, Mondays, and Thursdays.

The first Class will be held on Friday, 11th April, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Fridays.

## TRINITY TERM.

The first Lecture will be delivered on Thursday, 29th May, at 3 o'clock, and the subsequent Lectures at the same hour on Fridays, Mondays, and Thursdays.

The first Class will be held on Friday, 30th May, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Fridays.

The READER will be glad to see any gentleman who desires to consult him informally as to his reading at the end of the first Lecture or the first Class.

## EVIDENCE, PROCEDURE (CIVIL AND CRIMINAL), AND CRIMINAL LAW.

Reader . . . . . W. BLAKE ODGERS, Esq., K.O.

During Easter and Trinity Terms the READER proposes to deliver Lectures and hold Classes as follows:—

EVIDENCE, ORAL AND DOCUMENTARY, with especial reference to the

conduct of a case at Nisi Prius. The first Lecture in Easter Term will be delivered on Tuesday, April 15th, at 4 p.m., and the first Lecture in Trinity Term on Tuesday, June 3rd, at 4 p.m.

**CRIMINAL LAW: OFFENCES AGAINST PROPERTY.** The first Lecture in Easter Term will be delivered on Wednesday, April 9th, at 5 p.m., and the first Lecture in Trinity Term on Wednesday, May 28th, at 5 p.m.

**PROCEDURE IN A CIVIL ACTION IN THE KING'S BENCH DIVISION FROM NOTICE OF TRIAL TO JUDGMENT,** with practical illustrations taken from actual interrogatories, affidavits, &c. The first Lecture in Easter Term will be delivered on Thursday, April 10th, at 4 p.m., and the first Lecture in Trinity Term on Thursday, May 29th, at 4 p.m.

**CRIMINAL LAW: OFFENCES AGAINST THE PERSON.** The first Class in Easter Term will be held on Saturday, April 12th, at 11 a.m., and the first Class in Trinity Term on Saturday, May 31st, at 11 a.m. An opportunity will be given in the Class for any student to ask questions as to any subject discussed in that Class or in the preceding Lectures of the week.

The READER will be glad to see any gentleman who desires to consult him informally as to books, course of study, &c., at his Chambers, 4, Elm Court, Temple, E.C., on Tuesday, April 8th, from 5 to 6 p.m.

## THE LAW OF REAL AND PERSONAL PROPERTY AND CONVEYANCING.

*Reader . . . . .* A. UNDERHILL, Esq.

*Assistant Reader . . . . .* J. ANDREW STRAHAN, Esq.

During Easter and Trinity Terms the READER will deliver a weekly Senior Lecture (on Fridays), and hold two Classes each week (on Tuesdays and Wednesdays) on LEASES AND THE RIGHTS AND REMEDIES OF LESSORS AND LESSEES.

The first Lecture in Easter Term will be delivered on Friday, 11th April, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The first Lecture in Trinity Term will be delivered on Friday, 30th May, at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Fridays.

The Classes will be divided into two, so that Students can suit their convenience as to which of the two they will attend, Wednesday's Class being a repetition of Tuesday's.

The first Class in Easter Term will be held on Tuesday, 15th April, at 12 o'clock, and the Classes will be continued on subsequent Wednesdays at 10 o'clock and Tuesdays at 12 o'clock.

The first Class in Trinity Term will be held on Tuesday, 3rd June, at 12 o'clock, and will be continued on subsequent Wednesdays at 10 o'clock and Tuesdays at 12 o'clock.

The READER will also, on Thursdays, deliver a 5 o'clock Lecture intended primarily, but not exclusively, for gentlemen who cannot attend at any earlier hour, on the subjects set for the Final Examination in Real and Personal Property and Conveyancing. The first Lecture in Easter Term will be delivered on the 10th April, and the first Lecture in Trinity Term on the 29th May.

Mr. Underhill will be glad to see any of the Students who desire advice as to their studies at his Chambers, 5, New Square, Lincoln's Inn, on Tuesday, 8th April, from 4.30 to 5 p.m.

The ASSISTANT READER proposes to continue, during the coming Easter and Trinity Terms, his course of Lectures and Classes on THE ELEMENTS OF THE LAW OF REAL PROPERTY, dealing with DEVOLUTION OF REAL PROPERTY ON DEATH.

### EASTER TERM.

The first Lecture will be delivered on Monday, 14th April, at 11 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The first class will be held on Wednesday, 16th April, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Thursdays and Wednesdays.

### TRINITY TERM.

The first Lecture will be delivered on Monday, 2nd June, at 11 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The first Class will be held on Wednesday, 4th June, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Thursdays and Wednesdays.

## COMMON LAW.

*Reader . . . . .* HUGH FRASER, Esq.

*Assistant Reader . . . . .* A. LLEWELYN DAVIES, Esq.

During Easter and Trinity Terms the READER proposes to continue his Lectures and Classes on the following subjects:—

### SENIOR LECTURES.

#### COMMERCIAL CONTRACTS.

##### EASTER TERM.

The first Lecture will be delivered on Wednesday, 9th April, at 4 o'clock, and the Lectures will be continued on subsequent Fridays at 10 o'clock, and Wednesdays at 4 o'clock.

##### TRINITY TERM.

The first Lecture will be delivered on Wednesday, 28th May, at 4 o'clock, and the Lectures will be continued on subsequent Fridays at 10 o'clock, and Wednesdays at 4 o'clock.

The Lectures will be made as practical as possible, and forms of documents in actual use will be distributed amongst gentlemen attending the Lectures, and will be discussed by the READER.

### JUNIOR LECTURES.

#### LAW OF CONTRACT (*continued*).

Mistake, Misrepresentation, and Fraud.  
 Illegality and Impossibility.  
 Assignment of Contract.  
 Discharge by New Agreement.  
 Performance.  
 Breach of Contract.  
 Remedies and Damages.

##### EASTER TERM.

The first Lecture will be delivered on Monday, 14th April, at 11 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The above subjects will be dealt with more in detail in the READER'S Classes on Monday afternoons at 5 o'clock.

The first of such Classes will be held on Monday, 14th April, 5 o'clock, and the Classes will be continued at the same hour on subsequent Mondays.

Opportunities of discussing the subjects dealt with in the preceding Lecture will be afforded to gentlemen attending the Classes.

##### TRINITY TERM.

The first Lecture will be delivered on Monday, 2nd June, at 11 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The above subjects will be dealt with more in detail in the READER'S Classes on Mondays at 5 o'clock; the first of such Classes will be held on Monday, 2nd June.

The READER will be glad to see any gentleman who desires to consult him informally as to his reading at the end of the Lecture or the first Class.

The ASSISTANT READER will continue his Classes on the ELEMENTARY PRINCIPLES OF THE LAW OF TORTS, and will deal with the following subjects:—

Trespass to Goods.  
 Conversion.  
 Nuisance.  
 Negligence.

##### EASTER TERM.

The first Class will be held on Thursday, 10th April, at 10 a.m., and the Classes will be continued at the same hour on subsequent Saturdays, Tuesdays, and Thursdays.

## TRINITY TERM.

The first Class will be held on Thursday, 29th May, at 10 a.m., and the Classes will be continued at the same hour on subsequent Saturdays, Tuesdays, and Thursdays.

## EQUITY.

Reader . . . . . J. A. SOULLY, ESQ.  
Assistant Reader . . . . . WALTER ASHBURNE, ESQ.

During Easter and Trinity Terms the READER will deliver Lectures and hold Classes on SPECIFIC PERFORMANCE OF CONTRACTS.

In each of his Friday Classes (5 p.m.) the READER will, for the special but not exclusive benefit of those who cannot attend at an earlier hour, give a *résumé* of the principal topics dealt with during that week. A few minutes before the end of every Lecture and Class an opportunity will be given for questions upon the topics dealt with in the Lecture or Class.

The READER will be happy to see anyone who desires advice as to his reading, &c., at his Chambers, 15, Old Square, Lincoln's Inn, between 3 and 5 p.m. on Tuesday, April 8th, or at the end of any Lecture or Class.

N.B.—To prevent misapprehension the READER desires to point out that, though Specific Performance is not expressly included in the subjects for the Trinity Examination, Candidates will be liable to be questioned on the Principles of Equity applicable to or illustrated by the doctrine of Specific Performance so far as dealt with in the Lectures and Classes of Easter Term.

During Easter and Trinity Terms the ASSISTANT READER will continue and terminate his course on the Principles of Equity.

He will deal with the following subjects:—

- I. Specific Performance.
- II. Administration of Assets on Death.
- III. Estoppel in Equity.
- IV. Equitable Defences.

## EASTER TERM.

The READER's first Lecture will be delivered on Wednesday, 3rd April, at 12 o'clock, and the subsequent Lectures on Mondays, 14 o'clock, and Wednesdays, at 12 o'clock.

The READER's first Class will be held on Friday, 11th April, at 2 o'clock, and the Classes will be continued on subsequent Tuesdays, at 2 o'clock, and Fridays, at 5 o'clock.

The ASSISTANT READER's first Class will be held on Thursday, 20th April, at 2 o'clock, and the subsequent Classes on Fridays, at 2 o'clock, Tuesdays at 11 o'clock, and Thursdays at 2 o'clock.

## TRINITY TERM.

The READER's first Lecture will be delivered on Wednesday, 29th May, at 12 o'clock, and the subsequent Lectures on Mondays, 14 o'clock, and Wednesdays, at 12 o'clock.

The READER's first Class will be held on Friday, 30th May, at 2 o'clock, and the Classes will be continued on subsequent Tuesdays, at 2 o'clock, and Fridays, at 5 o'clock.

The ASSISTANT READER's first Class will be held on Thursday, 29th May, at 2 o'clock, and the subsequent Classes on Fridays at 2 o'clock, Tuesdays at 11 o'clock, and Thursdays at 2 o'clock.

## ARTICLED CLERKS.

Clerks serving under Articles of Clerkship to Solicitors may attend the Lectures and Classes on payment of half the fees payable by other persons not being Members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder.

Articled Clerks may obtain Vouchers for Tickets by application to the Secretary at the Hall of the Incorporated Law Society, Chancery Lane, W.C.

*Particulars as to Fees payable by gentlemen, not being Members of an Inn of Court, may be obtained upon application to the Clerk of the Council, Lincoln's Inn Hall, W.C.*

MACNAGHTEN,

*Chairman of Council of Legal Education.*

ALFRED G. MARTEN,

*Chairman of Board of Studies.*

COUNCIL CHAMBER, LINCOLN'S INN,  
March, 1902.

## COUNCIL OF LEGAL EDUCATION.

## REGULATIONS.

*For the admission of persons who are not Members of any Inn of Court to Lectures and Classes given or held under the direction of the Council. (See Note at foot as to arrangement with the Incorporated Law Society.)*

Any gentleman not a Member of an Inn of Court shall, on payment of a sum of Four Guineas, be entitled to attend all the Lectures and Classes during any four consecutive Educational Terms, and on payment of a sum of Six Guineas he shall be entitled to attend the Lectures and Classes during any eight consecutive Educational Terms.

Each Non-Member shall, on payment of a fee of Two Guineas, be entitled to attend all the Lectures and Classes for one Educational Term, or the Lectures and Classes on any one subject for four consecutive Educational Terms.

Each Ticket of Admission to run from the date of the Ticket. Each Ticket to be dated on the first day of the Educational Term in or for which it is issued.

Afternoon or Evening Lectures on Special Subjects, to be from time to time announced by the Council, shall be delivered, and shall be open to all Members of the Inns of Court free, and to gentlemen, Non-Members, on payment of a fee of One Guinea for each Course, and to Articled Clerks on payment of 10s. 6d. for each Course.

The times, places, and subjects for these Lectures on Special Subjects will be fixed by the Council.

Tickets to be obtained at the Office of the Council. Each Non-Member, on applying for his Ticket, to enter his name and address in a book to be kept by the Clerk for that purpose, and his fee to be paid at the Office of the Council of Legal Education.

Tickets issued to any person, not being a Member of an Inn of Court, to attend any of the Lectures and Classes, shall declare that he shall be subject to such Regulations as the Council may from time to time prescribe.

*Articled Clerks.*—Clerks serving under Articles to Solicitors may attend the Lectures and Classes, and Evening Lectures, on payment of half the fees payable by other persons not being Members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder.

MACNAGHTEN,

*Chairman.*

COUNCIL CHAMBER, LINCOLN'S INN.

## COUNCIL OF LEGAL EDUCATION.

## EASTER EDUCATIONAL TERM, 1902.

LECTURES and CLASSES to be held in the Lecture Rooms in the INNER TEMPLE, to commence on Wednesday, 9th April, and be continued according to the subjoined Time Table until May 8rd.

	MONDAY.		TUESDAY.		WEDNESDAY.		THURSDAY.		FRIDAY.		SATURDAY.	
	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.
10-11	(Laws of Contract.) Mr. HUGH FRASER. Junior Lecture. First Lecture, 14th April.		Mr. LLEWELYN DAVIES. Class.			(Leases.) Mr. UNDERHILL. Class.	Mr. LLEWELYN DAVIES. Class. First Class, 10th April.		(Commercial Contracts.) Mr. HUGH FRASER. Lecture.		Mr. LLEWELYN DAVIES. Class.	
11-12		Mr. STRAHAN. Lecture. First Lecture, 14th April.		Mr. ASHBURNER. Class.	Mr. STRAHAN. Class. First Class, 10th April.		Mr. STRAHAN. Class.			Mr. CARTER. Class. First Class, 11th April.		(Criminal Law. Offences against the Person.) Mr. BLAKE ODGERS. Class. First Class, 12th April.
12-1	Mr. LEONARD. Class. First Class, 14th April.		(Leases.) Mr. UNDERHILL. Class. First Class, 15th April.			Mr. SCULLY. Lecture. First Lecture, 9th April.			(Roman Law and Jurisprudence.) Mr. BATE. Lecture.			
2-3		(Roman Law and Jurisprudence.) Mr. BATE. Lecture.	Mr. SCULLY. Class.		(Roman Law and Jurisprudence.) Mr. BATE. Lecture. First Lecture, 9th April.		Mr. ASHBURNER. Class. First Class, 10th April.			Mr. ASHBURNER. Class.		
3-4	Mr. CARTER. Lecture.			Mr. LEONARD. Class.		Mr. LEONARD. Lecture. First Lecture, 9th April.		Mr. CARTER. Lecture. First Lecture, 10th April.		Mr. CARTER. Lecture.		
4-5		Mr. SCULLY. Lecture.	(Evidence.) Mr. BLAKE ODGERS. Lecture. First Lecture, 15th April.		(Commercial Contracts.) Mr. HUGH FRASER. Senior Lecture. First Lecture, 9th April.		(Procedure in a Civil Action in the King's Bench Division.) Mr. BLAKE ODGERS. Lecture. First Lecture, 10th April.			(Leases.) Mr. UNDERHILL. Lecture. First Lecture, 11th April.		
5-6	(Law of Contract.) Mr. HUGH FRASER. Class. First Class, 14th April.			(Private International Law.) Mr. BATE. Lecture. First Lecture, 15th April.		(Criminal Law. Offences against Property.) Mr. BLAKE ODGERS. Lecture. First Lecture, 9th April.		Mr. UNDERHILL. Lecture. First Lecture, 10th April.		Mr. SCULLY. Class. First Class, 11th April.		

Lecture Room A is under the Inner Temple Library. Entrance in King's Bench Walk.  
Lecture Room B is at 3, King's Bench Walk.

COUNCIL OF LEGAL EDUCATION.

TRINITY EDUCATIONAL TERM, 1902.

LECTURES and CLASSES to be held in the Class Rooms in the MIDDLE TEMPLE, to commence on Wednesday, 28th May, and be continued according to the subjoined Time Table until 28th June.

	MONDAY.		TUESDAY.		WEDNESDAY.		THURSDAY.		FRIDAY.		SATURDAY.	
	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.	CLASS ROOM A.	CLASS ROOM B.
10-11	(Law of Contract.) Mr. HUGH FRASER. Junior Lecture. First Lecture, 2nd June.		Mr. LLEWELYN DAVIES. Class.			(Leases.) Mr. UNDERHILL. Class.	Mr. LLEWELYN DAVIES. Class. First Class, 29th May.		(Commercial Contracts.) Mr. HUGH FRASER. Lecture.		Mr. LLEWELYN DAVIES. Class.	
11-12		Mr. STRAHAN. Lecture. First Lecture, 2nd June.		Mr. ASHBURNER. Class.	Mr. STRAHAN. Class. First Class, 4th June.			Mr. STRAHAN. Class.		Mr. CARTER. Class. First Class, 30th May.		(Criminal Law. Offences against the Person.) Mr. BLAKE ODGERS. Class. First Class, 31st May.
12-1	Mr. LEONARD. Class. First Class, 2nd June.		(Leases.) Mr. UNDERHILL. Class. First Class, 3rd June.			Mr. SCULLY. Lecture. First Lecture, 28th May.	(Roman Law and Jurisprudence.) Mr. BATE. Lecture.					
2-3		(Public International Law.) Mr. BATE. Lecture. First Lecture, 2nd June.		Mr. SCULLY. Class.	(Roman Law and Jurisprudence.) Mr. BATE. Lecture. First Lecture, 28th May.			Mr. ASHBURNER. Class. First Class, 29th May.			Mr. ASHBURNER. Class.	
3-4	Mr. CARTER. Lecture.		Mr. LEONARD. Class.			Mr. LEONARD. Lecture. First Lecture, 28th May.	Mr. CARTER. Lecture. First Lecture, 29th May.			Mr. CARTER. Lecture.		
4-5		Mr. SCULLY. Lecture.		(Evidence.) Mr. BLAKE ODGERS. Lecture. First Lecture, 3rd June.	(Commercial Contracts.) Mr. HUGH FRASER. Senior Lecture. First Lecture, 28th May.			(Procedure in a Civil Action in the King's Bench Division.) Mr. BLAKE ODGERS. Lecture. First Lecture, 29th May.			(Leases.) Mr. UNDERHILL. Lecture. First Lecture, 30th May.	
5-6	(Law of Contract.) Mr. HUGH FRASER. Class. First Class, 2nd June.		(Private International Law.) Mr. BATE. Lecture. First Lecture, 3rd June.			(Criminal Law. Offences against Property.) Mr. BLAKE ODGERS. Lecture. First Lecture, 28th May.	Mr. UNDERHILL. Lecture. First Lecture, 29th May.			Mr. SCULLY. Class. First Class, 30th May.		

The Class Rooms are at Plowden Buildings. Entrance in Middle Temple Lane.



## COUNCIL OF LEGAL EDUCATION.

### LECTURES AND CLASSES.

#### REGULATIONS FOR TERM EXAMINATIONS.

1. There will be an Examination, at the end of each Educational Term, by the Reader and Assistant Reader in each subject.
2. The Examination in any subject will be open free of charge to all persons who have attended two-thirds of the Lectures and Classes of the Term in that subject. A person may be examined in more than one subject.
3. The Examination in each subject will be conducted *visâ voce*, and upon the topics considered during the Term in that subject.
4. Any person intending to be examined in any subject must notify his intention to the Clerk of the Council of Legal Education at their Office, Lincoln's Inn Hall, in writing, not less than three clear days before the time appointed for the Examination in that subject.
5. The Examination in each subject will take place at the end of the last meeting in the Term of the Class in that subject, and in the same place, unless otherwise ordered.
6. The Readers and Assistant Readers will report the results of the Examinations to the Board of Studies for the Council of Legal Education.
7. Every person who, in the opinion of the Council of Legal Education, has passed a satisfactory examination in any subject at the end of any Term, will be so informed by a letter addressed to him by the Clerk of the Council.

MACNAGHTEN,

*Chairman.*

COUNCIL CHAMBER, LINCOLN'S INN.

## COUNCIL OF LEGAL EDUCATION.

### EASTER EXAMINATION, 1902.

#### GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

*Held at Gray's Inn Hall, 18th, 19th, 20th, and 21st March, 1902.*

#### FINAL EXAMINATION.

##### CLASS II.

Ahuja, Hira Lal, Lincoln's Inn.  
Backhouse, James Christopher, Gray's Inn.  
Bruce, Frederic Donnison, Inner Temple.  
Dickens, Henry Charles, Inner Temple.  
Holmes, Aubrey, Lincoln's Inn.  
Jordan, Arthur Edward North, Gray's Inn.  
Roberts, Harold, Inner Temple.  
Sanders, Gerard Stanley, Middle Temple.  
Singh, Ran, Lincoln's Inn.  
Thomson, Henry Thomas, Lincoln's Inn.  
Todd, Ernest, Inner Temple.

##### CLASS III.

Beddington, Reginald, Lincoln's Inn.  
Berryman, Frederick Henry, Middle Temple.  
Bowcher, Frederick Henry, Inner Temple.  
Bradford, Louis Frederick, Middle Temple.  
Brice, Arthur John Montefiore, Middle Temple.  
Brigatocke, William Playor, Inner Temple.  
Buxton, Charles Roden, Inner Temple.  
Carey, Gerald Hatton, Lincoln's Inn.  
Chisman, Frank William, Inner Temple.  
Chit Hlaing, Middle Temple.

Christie, George Francis Stephen, Inner Temple.  
Cree, Donald Charles Ludlow, Lincoln's Inn.  
Crowdson, William Dillworth, Inner Temple.  
Davies, Llewellyn Sidney, Inner Temple.  
Day, Francis Henry Coryton, Inner Temple.  
Evans, David George, Inner Temple.  
Farwell, Christopher John Wickens, Lincoln's Inn.  
Field, George Albert, Inner Temple.  
Fotheringham, Alexander, Middle Temple.  
Graham, William Newsum, Middle Temple.  
Gubbins, John Gaspard, Middle Temple.  
Hacking, Arthur, Inner Temple.  
Harben, Henry Devenish, Inner Temple.  
Innes, William Ernest Reid, Middle Temple.  
Jackson, Charles James, Inner Temple.  
Jackson, John Carter, Inner Temple.  
Lamond, Claude Henry Pitt, Middle Temple.  
Langworthy, Geoffrey Parker, Lincoln's Inn.  
Leung, Francis Stanislaus, Gray's Inn.  
Lobo, Paschal Constantine, Gray's Inn.  
Lucas, Artus Albert André, Middle Temple.  
Manby, Percy Alan Farrer, Inner Temple.  
Marsh, Harold Graham Clifton, Middle Temple.  
Marshall, John Frederick, Inner Temple.  
Matsumoto, Tadashige, Middle Temple.  
Maung Tsain, Middle Temple.  
Newey, William Lewis, Middle Temple.  
Nightingale, Samuel Robert, Middle Temple.  
Page, Richard, Middle Temple.  
Pickthall, Rudolf George, Lincoln's Inn.  
Powell, David Thomas Herbert, Inner Temple.  
Ram, Atma, Gray's Inn.  
Sen, Pramatha Nath, Middle Temple.  
Stuart, William Murray, Inner Temple.  
Taylor, George Robert, Middle Temple.  
Thin, Harry Maxwell, Middle Temple.  
Vaughan, Percy Cecil, Lincoln's Inn.  
Walker, John Ewart, Inner Temple.  
Watkin, Richard Hughes, Gray's Inn.  
Whitaker, Edmund Thomas, Inner Temple.  
Whitworth, Charles Warwick, Middle Temple.  
Williams, Thomas Jeremiah, Gray's Inn.

Examined, 85. Passed, 63.

Three Candidates were ordered not to be admitted for examination again until the Michaelmas Examination, 1902.

The following Students passed in *Roman Law* : —

##### CLASS I.

Wynn, William John, Middle Temple.

##### CLASS II.

Atkinson, Evelyn Leigh, Middle Temple.  
Elphinstone, Lanclot Henry, Lincoln's Inn.  
Lupton, Arthur Sinclair, Gray's Inn.  
Mennell, George Gillies, Lincoln's Inn.  
Munro, Ranald Martin Cunliffe, Inner Temple.  
Neville-Bagot, William Hugh, Inner Temple.  
O'Brien, The Hon. Donough, Inner Temple.  
Rawlenco, Claud Vivian, Inner Temple.  
Sharma, Pandit Govind Sahai, Lincoln's Inn.  
Tha Hnyin, Lincoln's Inn.  
Thursfield, Edward Philip, Inner Temple.  
Todd, Ernest, Inner Temple.  
Trapnell, John Graham, Inner Temple.  
Wing, Tycho, Inner Temple.

##### CLASS III.

Atkinson, John, Gray's Inn.  
Barrett-Leunard, Ffionnes Cecil Arthur, Lincoln's Inn.  
Biney, Joseph Edward, Inner Temple.  
Bowen, Francis Moull Storer, Gray's Inn.  
Brown, Emmanuel Joseph Peter, Inner Temple.  
Buckle, Vidal James, Gray's Inn.  
Buisinnac, Templer, Inner Temple.  
Burke, James Albert Conception, Gray's Inn.

Cobb, Gerald Blackburn, Inner Temple.  
 Cochrane, Ernest Cecil, Inner Temple.  
 Cohen, George Hubert, Inner Temple.  
 Colledge, John Theodore, Inner Temple.  
 Davies, Digby Griffith Willoughby, Middle Temple.  
 De Bille, Torben Ivor, Inner Temple.  
 Donald, William Pennington, Gray's Inn.  
 Draper, Reginald William, Middle Temple.  
 Dudman, Robert Edward Albert, Gray's Inn.  
 Ellis, Charles Bower Radclyffe, Inner Temple.  
 Filose, Augustin Francis, Inner Temple.  
 Garraway, Garnet Wells, Lincoln's Inn.  
 Glyn-Jones, William Samuel, Middle Temple.  
 Harris, Edward Henry, Gray's Inn.  
 Hawkin, Robert Crawford, Inner Temple.  
 Healy, John Crichton, Gray's Inn.  
 Holms, John Mitchell, Inner Temple.  
 Howard, Algar Henry Stafford, Inner Temple.  
 Husain, Sheikh Aijaz, Middle Temple.  
 Johnson, Peter Randall, Inner Temple.  
 Khan, Kazi Abdul Salam, Inner Temple.  
 Khan, Mohsin Ali, Middle Temple.  
 Kingsbury, George Chadwick, Middle Temple.  
 Knox, Frank Percy, Inner Temple.  
 Lawrance, Baldeo William, Inner Temple.  
 Leaning, Henry John, Middle Temple.  
 Leschallas, Gilbert Pigé, Middle Temple.  
 MacGregor, Ronald, Middle Temple.  
 Majeed, Abdul, Gray's Inn.  
 Marais, Abraham Johannes, Inner Temple.  
 Medd, Arthur Cuthbert, Inner Temple.  
 Meller, Richard James, Middle Temple.  
 Melville, William Woodfall, Lincoln's Inn.  
 Menon, Kizhakepat Sankar, Middle Temple.  
 Muttannah, Coravanda Nanjappah, Middle Temple.  
 Obeyesekere, James Stanley, Inner Temple.  
 Palmer-Morewood, Rowland Charles Arthur, Inner Temple.  
 Patker, Shamrao Sakharam, Middle Temple.  
 Pereira, Daniel Viegas, Gray's Inn.  
 Powell, George Allan, Gray's Inn.  
 Roberts, Arthur William Rymer, Inner Temple.  
 Rycroft, George Jessel, Middle Temple.  
 Scanlan, Albert Augustus, Middle Temple.  
 Shepherd-Cross, Cecil Herbert Shepherd, Inner Temple.  
 Standen, Bertram Prior, Inner Temple.  
 Sweeney, Hubert Joseph Peter, Middle Temple.  
 Thomson, William Bannatyne, Middle Temple.  
 Unthank, Ralph Arthur, Middle Temple.  
 Van Soelen, Johannes Gerhardus Verstolk, Middle Temple.  
 Wake, Drury, Inner Temple.  
 Waley-Cohen, Charles, Inner Temple.  
 Walter, Stephen, Lincoln's Inn.  
 Whyte, Charles Graham, Inner Temple.  
 Wooll, Edward, Inner Temple.  
 Yearwood, Charles Edward, Inner Temple.  
 Youll, Geoffrey Blenkinsopp, Inner Temple.

Examined, 113. Passed, 79.

Two Candidates were ordered not to be admitted for examination again until the Michaelmas Examination, 1902.

The following Students passed in *Constitutional Law and Legal History* :—

#### CLASS I.

Barrows, Roland, Inner Temple.  
 Holms, John Mitchell, Inner Temple.  
 Michelin, William Plunkett, Middle Temple.  
 Moonan, William Herbert, Middle Temple.  
 Moore, James Richard Allenby, Gray's Inn.  
 Pegg, Percy William, Middle Temple.  
 Williams, John Rolleston, Inner Temple.

#### CLASS II.

Benson, Edward Lionel, Gray's Inn.  
 Burgis, Edwin Cooper, Gray's Inn.

Elliot, Frederick Barnard, Inner Temple.  
 Jones, George, Gray's Inn.  
 Khan, Mirza Hussein, Inner Temple.  
 Maurice, Henry Gascoyen, Lincoln's Inn.  
 Maxwell, William George, Inner Temple.  
 Mitter, Brjendra Lal, Lincoln's Inn.  
 Nelson, Edward Theophilus, Lincoln's Inn.  
 Sanders, Gerard Stanley, Middle Temple.  
 Stutchbury, Harold Owen, Inner Temple.  
 Todd, Ernest, Inner Temple.  
 Watmough, Frank Cuthbert, Middle Temple.  
 Wooll, Edward, Inner Temple.

#### CLASS III.

Abdullatif, Abdullatif Camrudin, Gray's Inn.  
 Aga, Gulamdstgir Kadirdad Khan, Inner Temple.  
 Agar, Charles Herbert, Inner Temple.  
 Anderson, Neville, Inner Temple.  
 Archibald, Malcolm George, Middle Temple.  
 Atkinson, Evelyn Leigh, Middle Temple.  
 Aziz, Abdul, Inner Temple.  
 Berkeley, Henry Segrave, Middle Temple.  
 Berry, William, Lincoln's Inn.  
 Botry-Pigott, Dayrell, Middle Temple.  
 Byles, Cecil Maurice Barnard, Lincoln's Inn.  
 Coe, Frederick Augustus, Middle Temple.  
 Combe, Robert George Nicholson, Middle Temple.  
 Copland, Randolph, Inner Temple.  
 Cornish, Lionel John, Gray's Inn.  
 Croydale, John Hawkshaw, Inner Temple.  
 Dickinson, Benjamin, Lincoln's Inn.  
 Dunbar, Eric, Middle Temple.  
 Earls, James Henry, Middle Temple.  
 Fear, Edgar Daniel, Gray's Inn.  
 Gupta, Harnath Sahai, Lincoln's Inn.  
 Hastings, Patrick Gardiner, Middle Temple.  
 Hoskins, Charles Joseph Alexander, Middle Temple.  
 Hutton, John Timothy Darcy, Inner Temple.  
 Hyder, Mohammad Wahajuddin, Middle Temple.  
 Jardine, William Ellis, Middle Temple.  
 Jenks, Shirley Hatton, Middle Temple.  
 Khan, Mirza Mehdi, Inner Temple.  
 King, James Edward, Inner Temple.  
 Kirlaw, Thomas Oliver, Lincoln's Inn.  
 Landers, Thomas, Middle Temple.  
 Lewis, Henry William, Middle Temple.  
 Lewis, Lewis, Middle Temple.  
 Lloyd, John Conway, Inner Temple.  
 Marshall, George McLean, Inner Temple.  
 Martindell, Ernest Walter, Lincoln's Inn.  
 Medd, Arthur Cuthbert, Inner Temple.  
 Misra, Ganga Prasad, Lincoln's Inn.  
 Obeyesekere, Forester Augustus, Inner Temple.  
 Page, Richard, Middle Temple.  
 Payne, John Akinola Otonba, Inner Temple.  
 Roundell, Christopher Foulis, Inner Temple.  
 Rowe, Philip Carlos, Lincoln's Inn.  
 Scanlan, Albert Augustus, Middle Temple.  
 Sen, Harendra Nath, Gray's Inn.  
 Shah, Akbar, Middle Temple.  
 Sharma, Pandit Govind Sahai, Lincoln's Inn.  
 Shillington, John Melville, Inner Temple.  
 Singh, Amar, Lincoln's Inn.  
 Sproule, James Hugh Collingwood, Middle Temple.  
 Stanford, George Duncan, Middle Temple.  
 Terrill, George Appleby, Middle Temple.  
 Trapnell, John Graham, Inner Temple.  
 Trickett, Wilfrid Richard, Middle Temple.  
 Valetta, John Paul, Inner Temple.  
 Varma, Eshwar Das, Lincoln's Inn.  
 Young, Edward Hilton, Lincoln's Inn.

The Special Prize of £50 for the best examination in *Constitutional Law and Legal History* awarded to  
 Burrows, Roland, Inner Temple.

Examined, 119. Passed, 78.

One Candidate was ordered not to be admitted for examination again until the Michaelmas Examination, 1902.

The following Students passed a satisfactory examination in  
*Evidence, Procedure (Civil and Criminal), and Criminal Law.*

## CLASS I.

Gwyer, Maurice Linford, Inner Temple.  
Maxwell, William George, Inner Temple.  
Price, Wilfrid, Middle Temple.  
Sanders, Gerard Stanley, Middle Temple.  
Shee, Patrick, Lincoln's Inn.  
Trickett, Wilfrid Richard, Middle Temple.

## CLASS II.

Atkinson, Evelyn Leigh, Middle Temple.  
Bevan-Petman, Bertram Amor, Inner Temple.  
Bose, Sudhansu Mohan, Gray's Inn.  
Bulcraig, Herbert Henry, Lincoln's Inn.  
Burne, Sambrooke Arthur Higgins, Inner Temple.  
Cammiade, Louis Aimé, Middle Temple.  
Cowburn, Arthur Douglas, Middle Temple.  
Crane, Lucius Fairchild, Middle Temple.  
Ellis, Henry Guysulf Bertram, Lincoln's Inn.  
Ezechiel, Percy Hubert, Middle Temple.  
Grain, Henry William Wallis, Middle Temple.  
Gubbins, Charles Frederick Ross, Inner Temple.  
Hillier, Francis Marshall, Lincoln's Inn.  
Launspach, Charles William Louis, Middle Temple.  
Nanco, Robert John, Gray's Inn.  
Nicholls, Harold Alfred Alford, Lincoln's Inn.  
Osborne, Ernest Ronald, Gray's Inn.  
Pearson, Herbert Grayhurst, Inner Temple.  
Prince, Richard Lomas, Middle Temple.  
Robertson, Henry George, Inner Temple.  
Sutherland-Grame, Patrick Neale, Lincoln's Inn.  
Vaughan, Percy Cecil, Lincoln's Inn.  
Vickery, George Alfred, Middle Temple.  
Wallace, Harry Charles, Middle Temple.  
Wright, Henry Thomas, Inner Temple.

## CLASS III.

Aspinall, John Bridge, Middle Temple.  
Baker, Harold Trevor, Inner Temple.  
Bell, Edward Scott Moberly, Inner Temple.  
Borckenhagen, Carl Friedmann, Middle Temple.  
Chaudhuri, Amiya Nath, Lincoln's Inn.  
Cooper, Byram Ardascer, Middle Temple.  
De Jager, Samuel Jacobus, Middle Temple.  
Dickinson, Oswald Eden, Gray's Inn.  
Dornhorst, Frederic Schultze, Lincoln's Inn.  
Dunbar, Eric, Middle Temple.  
Fear, Edgar Daniel, Gray's Inn.  
Fenton, Horace Charles, Middle Temple.  
Foulkes, Arthur, Gray's Inn.  
Frean, William Peek, Lincoln's Inn.  
Grewal, Kehar Singh, Lincoln's Inn.  
Hadfield, Ernest Harry Loversced, Lincoln's Inn.  
Healy, John Orichton, Gray's Inn.  
Hey, Charles, Edward Milnes, Inner Temple.  
Husain, Sheikh Aijaz, Middle Temple.  
Kershaw, Philip Southwell, Inner Temple.  
Kingsbury, George Chadwick, Middle Temple.  
Knight, George Wilfrid Holford, Middle Temple.  
Lloyd, John Conway, Inner Temple.  
Loewenthal, Frederick Kimberley, Lincoln's Inn.  
Martindell, Ernest Walter, Lincoln's Inn.  
Maude, Ralph Alexander, Middle Temple.  
Nusrullah, Khan Mirza, Lincoln's Inn.  
Pascalis, Neoptolemus, Middle Temple.  
Pringle, William, Lincoln's Inn.  
Raj, Samuel Thomas, Gray's Inn.  
Rawlence, Claud Vivian, Inner Temple.  
Roundell, Christopher Foulis, Inner Temple.  
Sen, Nirinal Chandra, Gray's Inn.  
Shah, Akbar, Middle Temple.  
Singh, Kanwar Maharaj, Middle Temple.

Smith, Thomas, Inner Temple.  
Thursfield, Edward Philip, Inner Temple.  
Tupper, Geoffrey William Henry, Lincoln's Inn.  
Wake, Drury, Inner Temple.  
Weld, Matthew Richard, Inner Temple.  
Yates, Joseph Mervyn St. John, Inner Temple.  
Zal, Tehmuras Dadabhoj, Middle Temple.  
Zerffi, Henry Gustavus Wentworth, Middle Temple.

The Special Prizes of £50 for the best examination in *Evidence, Procedure, and Criminal Law* awarded to

Gwyer, Maurice Linford, Inner Temple.

Examined, 99. ; Passed, 74.

By Order of the Council,

(Signed) C. M. WARMINGTON,  
Vice-Chairman.

COUNCIL CHAMBER, LINCOLN'S INN,  
8th April, 1902.

## GENERAL COUNCIL OF THE BAR.

## NOTICE.

THE ANNUAL GENERAL MEETING OF THE BAR will be held in the  
*Old Dining Hall of Lincoln's Inn*, on Tuesday, the 15th of April, 1902,  
at 4.15 o'clock.

THE ANNUAL ELECTION OF MEMBERS to fill the vacancies upon the  
Council will be held in the week ending the 10th of May, 1902.

Every Barrister is entitled to vote at the Election, and Voting  
Papers with Instructions to Voters will be sent to every Barrister  
whose professional address within the United Kingdom is given in  
the Law List.

Every Candidate for Election must be proposed in writing, and his  
Proposal Form, signed by at least ten Barristers, must be sent to the  
Secretary at the Offices of the Council, at 2 Hare Court, Temple, on  
or before Tuesday, the 22nd of April, 1902.

Proposal Forms may be obtained from the Secretary.

2 HARE COURT, TEMPLE.  
7th April, 1902.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

Harry Douglas Berkeley and Alfred Haines (C. R. Berkeley, Son,  
& Haines), Solicitors, 68, Lincoln's Inn Fields, by mutual consent as  
from February 25.

Alfred Poynder and Arthur Thomas Whatley (Street, Poynder, &  
Whatley), Solicitors, 27, Lincoln's Inn Fields, by mutual consent as  
from March 31. The said A. Poynder is retiring. A. T. Whatley  
will continue the business at the same address under the same style.

John Williams Randall and Charles Albert Govett (Brundrett,  
Randall, & Govett), Solicitors, 10, King's Bench Walk, Temple, by  
mutual consent as from March 31.

John Brid-on Seale and Henry Stanley Morrison (Seale &  
Morrison), Solicitors, 34A, Sloane Square, London, S.W., by mutual  
consent as from March 25. The business will be carried on by H.  
S. Morrison at 92 Victoria Street, Westminster, under the same style.

James Anstey Wild, William Wild, and Algernon Lionel Collins  
(Wild & Wild), Solicitors, 31, Lawrence Lane, Cheapside, by mutual  
consent as from March 31.

## COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

## EASTER SITTINGS, 1902.

## ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERSON ROTAS.	APPEAL COURT II.	MR. JUSTICE KEENEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JONES.	MR. JUSTICE SWINFEN EAST.
Monday, Apr. 21	Mr. Carrington	Mr. Farmer	Mr. Beal	Mr. Pemberton	Mr. Church	Mr. Greswell	Mr. Pugh	Mr. King
Tuesday " 22	" Pugh	" Godfrey	" R. Leach	" Jackson	" King	" W. Leach	" Carrington	" Church
Wednesday " 23	" Jackson	" Farmer	" Beal	" Pemberton	" Church	" Greswell	" Pugh	" W. Leach
Thursday " 24	" Pemberton	" Godfrey	" R. Leach	" Jackson	" King	" W. Leach	" Carrington	" Greswell
Friday " 25	" R. Leach	" Farmer	" Beal	" Pemberton	" Church	" Greswell	" Pugh	" Godfrey
Saturday " 26	" Beal	" Godfrey	" R. Leach	" Jackson	" King	" W. Leach	" Carrington	" Farmer

\* \* The Whitsun Vacation will commence on Saturday, the 11th day of May and terminate on Tuesday, the 20th day of May, 1902, both days inclusive.

## COUNCIL OF LEGAL EDUCATION.

## J. P. MURPHY PRIZE.

## EXAMINATION, 1902.

The Examination for the J. P. MURPHY PRIZE will be held in LINCOLN'S INN HALL on

WEDNESDAY, 14th May, 1902, from 10 A.M. until 1 P.M.

The J. P. Murphy Prize is a Prize of 10*l.* awarded in each year to the Student of the Middle Temple *being an Irishman*, i.e., *born of Irish parents resident in Ireland*, who shall be certified by the Council of Legal Education to have passed the best Examination in Common Law at the Examination before *Trinity Term*.

(Signed) MACNAGHTEN,  
Chairman.

COUNCIL OF LEGAL EDUCATION,  
LINCOLN'S INN HALL.  
April, 1902.

## APPOINTMENTS.

April 2. The King has been pleased to approve the appointment of Mr. Herbert Batty to be a Judge of the High Court of Judicature at Bombay, in the place of Mr. E. M. H. Fulton, who has been appointed a Member of the Council of the Governor of Bombay.

April 9. The King has been pleased to appoint William Herbert Greaves, Esq., K.C. (Attorney-General), to be Chief Judge of the Island of Barbados.

April 9. The King has been pleased by Letters Patent under the Great Seal to appoint—

Herbert Eliot Ormerod, Esq., of the Inner Temple;  
Samuel Hill Smith Lofthouse, Esq., of Lincoln's Inn;  
Sir John Rahere Paget, Bart., of the Inner Temple;  
William Percival Gratwicke Boxall, Esq., of Lincoln's Inn;  
John Gilbert Kotze, Esq., of the Inner Temple;  
Arthur Powell, Esq., of the Middle Temple;  
Ernest Moon, Esq., of the Inner Temple;  
Charles Montague Lush, Esq., of Gray's Inn;  
Robert Arthur Germaine, Esq., of the Inner Temple;  
Frank Gore-Browne, Esq., of the Inner Temple;  
Stanley Owen Buckmaster, Esq., of the Inner Temple;  
Dudley Stewart-Smith, Esq., LL.B., of the Middle Temple;  
Frederick Low, Esq., of the Middle Temple;

to be of His Majesty's Counsel learned in the Law.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

Arthur Mellor Bramall, Sidney White, Gerard Stanley Sanders, and Arthur Edward Roberts (Bramall, White & Sanders), Solicitors, 23 Leadenhall Street, by mutual consent as from January 29. The said A. M. Bramall, S. White and A. E. Roberts will continue to carry on business under the style of Bramall, White & Roberts.

Francis Coleman Evans and Hiram Ellis (Coleman Evans & Ellis), Solicitors, 52 Queen Victoria Street, by mutual consent as from March 25.

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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KNEKWHICH.	MR. JUSTICE BYRN.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Apr. 28	Mr. Farmer	Mr. Church	Mr. Godfrey	Mr. Carrington	Mr. W. Leach	Mr. Jackson	Mr. E. Leach	Mr. Beal
Tuesday " 29	" Godfrey	" King	" Farmer	" Pugh	" Groswell	" Pemberton	" Beal	" E. Leach
Wednesday " 30	" Groswell	" Church	" Godfrey	" Carrington	" W. Leach	" Jackson	" E. Leach	" Pemberton
Thursday, May 1	" W. Leach	" King	" Farmer	" Pugh	" Groswell	" Pemberton	" Beal	" Jackson
Friday " 2	" King	" Church	" Godfrey	" Carrington	" W. Leach	" Jackson	" E. Leach	" Pugh
Saturday " 3	" Church	" King	" Farmer	" Pugh	" Groswell	" Pemberton	" Beal	" Carrington

\*. The Whitewash Vacation will commence on Saturday, the 17th day of May and terminate on Tuesday, the 26th day of May, 1902, both days inclusive.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Wednesday, the 16th day of April, 1902.

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRN and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice FARWELL (1901—D.—No. 1885).

(In the Matter of The Devicolam Estates Company, Limited. Arthur William Turner v. The Devicolam Estates Company, Limited, and Eustace George Boulting.

HALSBURY C.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 22nd day of April, 1902.

WHEREAS, from the present state of the business before Mr. Justice KNEKWHICH and Mr. Justice FARWELL respectively, it is expedient that a portion of the Causes assigned to Mr. Justice KNEKWHICH should be transferred to Mr. Justice FARWELL; Now I, the Right Honourable HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, do hereby Order that the several Causes and Matters set forth in the Schedule hereto be accordingly transferred from the said Mr. Justice KNEKWHICH to Mr. Justice FARWELL, and be marked in the Cause Books accordingly. And this Order is to be drawn up by

the Registrar, and set up in the several Offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

From Mr. Justice KNEKWHICH.

Plaintiff.	Defendant.	Reference to Record.	When Set Down.
			1902.
The British Motor Traction Co. ld.	Outhenin Challengre.	1900 B. 4839	Feb. 8
The British Motor Traction Co. ld.	Longuemare . . .	1901 B. 1984	Mar. 1
Crisp . . . . .	Bushell . . . . .	1902 C. 146	" 7
Mullens & Co. ld. . .	Harris . . . . .	1901 M. 2779	" 7
			1901.
Attorney-Gen. . . . .	Rural District Council of Luncdale.	1900 A. 1717	July 25
			1902.
Pattinson . . . . .	Armstrong . . . . .	1901 P. 1798	Mar. 11
The British Homes Assoc. Corpn. ld.	Patterson . . . . .	1902 B. 2019	" 11
Othen . . . . .	International Tea Company's Stores ld.	1902 O. 255	" 13
Lowe . . . . .	Lord . . . . .	1901 L. 1332	" 13
Buchanan . . . . .	The Western Gazette Co. ld. . .	1902 B. 828	" 15
Stapps . . . . .	Stapps . . . . .	1902 S. 245	" 18
Frampton . . . . .	Hedges . . . . .	1901 F. 117	" 19
Osborne (Duke of Leeds).	Clarkson . . . . .	1901 O. 993	" 19
Rimell & Allsop . . .	Barber . . . . .	1901 B. 1257	" 24
Byng . . . . .	Stephens . . . . .	1901 B. 4595	" 24
Herbert Alexander & Co. ld.	Gordon . . . . .	1901 H. 3808	" 25
G. Ricordi & Co. . .	J. Poole & Sons ld.	1902 B. 275	" 26
Keyzor . . . . .	Smith . . . . .	1901 K. 288	" 26
Mayor, &c. of Hove.	The Brighton Intercepting and Outfall Sewers Board.	1901 H. 2251	" 26
Edgar . . . . .	Lawrie . . . . .	1901 E. 393	" 27
Watkins . . . . .	Watkins . . . . .	1901 W. 3093	" 27

HALSBURY C.



## GENERAL COUNCIL OF THE BAR.

## ELECTION 1902.

The following gentlemen have been nominated for Election to fill the twenty-four vacancies upon the Council.

The Election will take place during the week ending Saturday, May 10th, 1902.

Mr. C. M. Warmington, K.C.  
 " E. Tindal-Atkinson, K.C.  
 " H. F. Dickens, K.C.  
 " Vernon R. Smith, K.C.  
 " J. V. Vesey Fitzgerald, K.C.  
 " H. Yorke Stanger, K.C.  
 " W. F. K. Taylor, K.C.  
 Hon. E. C. Macnaghten, K.C.  
 Mr. W. English Harrison, K.C.  
 " T. G. Carver, K.C.  
 " J. Scott Fox, K.C.  
 Lord Robert Cecil, K.C.  
 Hon. Alfred Lyttelton, K.C., M.P.  
 Mr. Stanley O. Buckmaster, K.C.  
 " O. Leigh Clare, M.P.  
 " Geo. Henderson.  
 " F. R. Yonge Radcliffe.  
 " Boydell Houghton.  
 " A. Aspinall Tobin.  
 " R. B. D. Acland.  
 " T. F. Hobson.  
 " James E. H. Benn.  
 " Frank Bodilly.  
 " Charles J. Willock.  
 Hon. Frank Russell.  
 Mr. W. Hanbury Aggs.  
 " J. E. B. Stephens.  
 " E. Percival Clarke.  
 Hon. R. W. Coventry.  
 Mr. Peter Grain.

2 Hare Court, Temple,  
 April 24, 1902.

## INNS OF COURT.

## CALLS TO THE BAR.

## EASTER TERM, 1902.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

## LINCOLN'S INN.

Charles Fraser Hornsby, London Univ. and Royal Univ. of Ireland; Charles Harold Smith; Christopher John Wickens Farwell, Edinburgh Univ.; Arthur Venn Prior, Pemb. Coll., Camb., B.A.; Henry Thomas Thomson, Balliol Coll., Oxford, B.C.L., M.A.; Reginald Beddington, C.C.C., Oxford, B.A.; Archibald Henry Pocock, Trin. Coll., Camb., M.A.; Arthur Lionel Downer; Gerald Berkeley Hertz, Lincoln Coll., Oxford, B.A.; Ganpatrao Lakshman Subhedar, Allahabad Univ., B.A.; Abdul Majid Khan; Alfred Gorham, of the Irish Bar, Trin. Coll., Dublin, B.A.

## INNER TEMPLE.

G. F. S. Christie, Camb.; D. G. Evans, B.A., Camb.; J. F. Marshall, M.A., Camb.; E. T. Whitaker, M.B., B.Sc., Edinburgh, D.P.H., Camb.; W. P. Brigstocke; A. G. Field, B.A., Camb.; J. W. Lewis, B.A., Oxford; S. A. Tippetts, B.A., Oxford; E. C. Bentley, B.A., Oxford; Ll. S. Davies, Oxford; H. C. Dickens, LL.B., Camb.; C. B. Buxton, M.A., Camb.; G. W. P. Swinburn, B. A., Oxford; Ellis Ash-

mead-Bartlett; F. H. O. Day, B.A., Camb.; J. A. Langston, B.A., Oxford; C. O. Weatherby, B.A., Oxford; C. W. Heneage, B.A., Oxford; G. S. Croshaw, B.A., Oxford; E. L. B. Kelsey, B.A., Camb.; K. R. Swan, B.A., Oxford; O. Doughty, B.A., Oxford; and Ernest Todd.

## MIDDLE TEMPLE.

H. M. Thin; T. Fentem, M.D., Edinburgh; W. N. Graham; F. H. Berryman; W. L. Newey; J. C. Gaaskell, B.A., Oxford; Sir H. W. Fairfax-Lucy; F. J. Caswell; G. H. Couch; T. G. F. Palmer; A. J. M. Brice; G. S. Sanders, LL.B., London.

## GRAY'S INN.

R. H. Watkin; P. O. Lobo, Trin. Hall, Camb., B.A., and Madras Univ., B.A.; C. Terrell; F. S. Leung, London Univ., special pleader for evidence, procedure, and criminal law, Michaelmas, 1900; and T. J. Williams.

## COUNCIL OF LEGAL EDUCATION.

## MICHAELMAS EXAMINATION, 1902.

*The attention of Students is requested to the following Rules:—*

No Student will receive a Certificate of Fitness for Call to the Bar unless he passes a satisfactory Examination in the following subjects:—

- I. Roman Law.
- II. Constitutional Law (English and Colonial), and Legal History
- III. Evidence, Procedure, Civil and Criminal, and Criminal Law.
- IV. Such of the other Heads of English Law and Equity mentioned in Rule 28 (4) of the Consolidated Regulations\* as may be prescribed by the Council.

Students have the option of passing the Examination in all or any of the Subjects I., II., and III. separately from Subject IV., which is reserved for the Final Examination. A Student exercising this option will be required to pass in the subject or subjects taken separately before presenting himself for the Final Examination.

A Student may present himself for Examination in all or any of the Subjects I., II., and III. at any time after admission. Without the special leave of the Council no Student shall present himself for the Final Examination unless he has kept Six Terms.

If in the Final Examination a Student takes up Subjects I., II., and III., or any of them, and fails in such subjects, or any of them, he will not be allowed any credit for answers in Subject IV.; but though he fails in Subject IV., he may be allowed a pass in the other subjects, or any of them.

A Student who presents himself for any Examination and whose papers show that he had no reasonable expectation of passing will not be admitted for Examination again until the expiration of one time as the Council may direct.

In all Examinations successful Students will be classified according to merit. In each class the names will be arranged alphabetically.

\* Note.—Rule 28 (4) is as follows:—

## 4. English Law and Equity, viz.:

- (a) Law of Persons, including—  
 { Marriage and Divorce.  
 { Infancy.  
 { Lunacy.  
 { Corporations.

- (b) Law of Real and Personal Property and Conveyancing, including—  
 { Trusts; Mortgages.  
 { Administration of Assets on Death; on Dissolution of Partnerships  
 { on Winding-up of Companies, and in Bankruptcy.  
 Practical instruction in the preparation of Deeds, Wills, and Contracts.

## (c) Law of Obligations.

- { Contracts.  
 { Torts.  
 { Allied subjects (implied or quasi contracts), estoppel, &c.  
 Commercial Law, with special reference to Mercantile Documents in daily use, which should be shown and explained.

A Student who obtains a First Class at the Final Examination in Subject IV., and who, either before or at such Examination, passes in Subjects I., II., and III., will receive a Certificate of Honour.

No Student will be eligible for a Prize who is over twenty-five years of age on the first day of the Examination. This limit of age does not apply in the case of Honours.

At every call to the Bar those Students who have obtained Studentships will take rank in seniority over all other Students called on the same day, and those Students who have obtained Certificates of Honour will take rank immediately after the holder of a Studentship called on the same day.

The Inn of Court, to which the holder of any Studentship or of any Certificate of Honour belongs, may, if desired, dispense with any Terms not exceeding two that may remain to be kept by such Student previously to his being called to the Bar.

A Student who has passed the Examination in any subject will not be allowed to present himself again for Examination in that subject.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

- i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
- ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
- iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law.

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in October next, to which any Student of an Inn of Court will be admissible who is desirous of passing the Final Examination, or of passing any one or more of the Examinations in Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

At this Examination the Council may award to the Student who passes the best Examination in Subject II. (Constitutional Law, English and Colonial, and Legal History), a Special Prize of 50*l.*, and a similar Prize to the Student who passes the best Examination in Subject III. (Evidence, Procedure, Civil and Criminal, and Criminal Law). The Council will not award the prize if the result of the Examination be such as in their opinion not to justify the award. Where Candidates appear to be equal, or nearly equal, in merit, the Council may divide the Prize between them equally, or in such proportion as they consider just.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before *Monday, the 6th day of October* next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in any one or more of the subjects of Roman Law, Con-

stitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

The Examination will commence on *Tuesday, the 14th day of October* next, and will be continued on the *Wednesday, Thursday, and Friday* following.

It will take place in the *Gray's Inn Hall*; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

*Tuesday Morning, 14th October*, at Ten, on Roman Law.

*Tuesday Afternoon, 14th October*, at Two, on Constitutional Law and Legal History.

*Wednesday Morning, 15th October*, at Ten, on Evidence, Procedure, and Criminal Law.

*Wednesday Afternoon, 15th October*, at Two, on the Law of Real and Personal Property and Conveyancing.

*Thursday Morning, 16th October*, at Ten, on Law and Equity, First Paper.

*Thursday Afternoon, 16th October*, at Two, on Law and Equity, Second Paper.

*Friday Morning, 17th October*, at Ten, General Paper on the Law of Real and Personal Property and Conveyancing, and Law and Equity.

The Oral Examination, if any, will be conducted in the same order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in ROMAN LAW will examine in the following Subjects:—

- I. Sources.
- II. Slavery—*Patria Potestas*—Husband and Wife—*Tutela*—*Cura*.
- III. *Dominium*—*Possessio*—*Servitutes*—*Emphyteusis*—Mortgage.
- IV. Wills—*Legacies*—*Codicilli*—*Fideicommissa*.
- V. Intestacy and Insolvency (in outline only).
- VI. Contracts.
- VII. Delicts.
- VIII. The Formulary and Extra-ordinary Procedure (in outline only).

The EXAMINERS in CONSTITUTIONAL LAW and LEGAL HISTORY will examine in the following subjects:—

- I. Constitutional Law.
  - (1) The Crown and the Executive.
  - (2) The Law and Custom of Parliament.
- II. Legal History.

The EXAMINERS in EVIDENCE, PROCEDURE (CIVIL and CRIMINAL), and CRIMINAL LAW will examine in the following Subjects:—

- The Elements of the Law of Evidence.  
 Procedure in a Civil Action in the King's Bench Division.  
 Procedure preliminary to and at the Trial of an Ordinary Indictment.  
 The Elements of Criminal Law.  
 The History of the Criminal Law, of Procedure and the Law of Evidence during the Nineteenth Century.

The EXAMINERS in the LAW OF REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

- Elements of the Law of Real and Personal Property and Conveyancing.  
 Vendors and Purchasers of Land.  
 Leases.  
 The Legislation of the Nineteenth Century with respect to Conveyancing and Settled Land.

The EXAMINERS in LAW and EQUITY will examine in the following subjects:—

FIRST PAPER.

Elements of the Law of Contract and Tort  
Commercial Contracts.  
Wrongs to Property.

SECOND PAPER

Trusts.  
Principles of Equity.  
Specific Performance.  
Law of Partnership.

N.B.—The papers in any of the above-named Examinations may contain questions in Jurisprudence and Private International Law arising out of the subject-matter of such Examination.

*The above Subjects, except as to the General Paper, will be examined*

*upon so far only as treated in the Lectures and Classes since Trinity Term, 1900.*

The Awards upon the Michaelmas Pass Examination will be announced at the Office of the Council, Lincoln's Inn Hall, on Friday, 31st October, at 5.30 p.m., and will be published in the Times on Saturday, 1st November.

NOTE.—The Hilary Examination will be held in the Middle Temple Hall, 16th, 17th, 18th, and 19th December.

Last day for entry of names, Monday, 8th December.

MACNAGHTEN,

*Chairman of Council of Legal Education.*

ALFRED G. MARTIN,

*Chairman of Board of Studies.*

COUNCIL CHAMBERS, LINCOLN'S INN HALL,

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\* \* The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KREWECH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, May 5	Mr. Jackson	Mr. W. Leach	Mr. King	Mr. Beal	Mr. Pemberton	Mr. Pugh	Mr. Farmer	Mr. Greswell
Tuesday " 6	" Pemberton	" Greswell	" Church	" R. Leach	" Jackson	" Carrington	" Godfrey	" W. Leach
Wednesday " 7	" R. Leach	" W. Leach	" King	" Beal	" Pemberton	" Pugh	" Farmer	" Godfrey
Thursday " 8	" Beal	" Greswell	" Church	" R. Leach	" Jackson	" Carrington	" Godfrey	" Farmer
Friday " 9	" Carrington	" W. Leach	" King	" Beal	" Pemberton	" Pugh	" Farmer	" Church
Saturday " 10	" Pugh	" Greswell	" Church	" R. Leach	" Jackson	" Carrington	" Godfrey	" King

\*. The Whitsun Vacation will commence on Saturday, the 17th day of May and terminate on Tuesday, the 20th day of May, 1902, both days inclusive.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE FINAL EXAMINATION HELD ON THE 7TH AND 8TH APRIL, 1902:—

Edward Lewis Agassiz  
 Herbert Arthur Arundel  
 Thomas Herbert Asquith  
 Hugh Morant Baker  
 Walter John Bannehr  
 Cecil Arthur James Beatty  
 Hugh Siddons Bishop  
 Arthur Ernest Essington Boulton  
 Charles Brown  
 Edgar James Brown  
 Robert Percy Howard Burgess  
 Nigel Edward Carey  
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 Harold Charles Eaves  
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 Roger Evans  
 Frank Austin French  
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 Ernest Bryan Guest, B.A., LL.B. Camb.  
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 Joseph Hammond Heap  
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 Edward Leigh Maples  
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 Richard Medicott Morris  
 Kenneth Munro  
 Archibald Newton  
 Hubert White Newton  
 Peregrine North  
 Charles O'Malley  
 Frank Patteson  
 Cyril Harvey Pearce  
 Harold Seward Pearce  
 William Howes Percival  
 John Quinn  
 William George Richardson  
 Norman Cairns Robertson  
 Clement Rogers  
 Lucas Eustace Rumsey  
 Edward Sant, B.A. Oxon.  
 Henry Schofield  
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 Harold Godfrey Twist  
 Charles Stuart Vaughan  
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 Geoffrey Vinall  
 Herbert James Vincent  
 Ernest Waddington  
 James Henry Wale

Herbert Edward Ward  
 Henry Whitfield  
 Alfred Hughes Wilkinson  
 Robert John Willatt  
 Joseph Wilson  
 George Edgcombe Windeatt  
 Gerald Esdaile Winter, B.A. Camb.  
 John Wood

INTERMEDIATE EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE INTERMEDIATE EXAMINATION HELD ON THE 9TH APRIL, 1902:—

FIRST CLASS.

Frank Barrett  
 Joseph Barnett Beirnsstein  
 George Reginald Bell  
 Barzillai Beckerleg Bennetts  
 Alfred William Brown  
 Frederick Stawell Bryan  
 James Bullpitt  
 Jabez Butterworth  
 Henry Arthur Chetham  
 Charles James Cooke  
 Alfred Christopher Cutter  
 Thomas William Davies  
 Edward Granville Eliot, B.A. Oxon.  
 Charles Adrian Ashford Elton  
 Bede Farrell  
 John Gouldie Fishwick  
 Ernest Edward Green  
 Wilfred Hague  
 William Hanna  
 Daniel Gibson Harris  
 Frederick Herbert Hole  
 John Harold Houghton, B.A. Oxon.  
 Harry Haywood Howells  
 Myer Albert Jacobs

John David Jones  
 Henry Harold Kelsey  
 John Aubrey Catchpole Kennard  
 James Brook Lander  
 William Howes Linnell  
 Theodore Lord  
 Alfred Joseph Marriott  
 Albert Percy Michael Narlian  
 Willis Paterson  
 Geoffrey Copson Peake  
 Joseph Percy Radford Pym  
 George Charles Rallison  
 John Ewart Salter  
 Herbert Samuel  
 Harry Ernest Sargent  
 Harry Alfred Solomon  
 Claude Stratford  
 Ronald George Taylor  
 William Angus Temperley  
 Gordon Harold Thompson, B.A. Oxon.  
 Hugh Williams  
 Sydney Steele Wilson  
 Thomas Woodcock  
 Sydney Melson Woodrow  
 James Robert Spencer Young

SECOND CLASS.

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 John Beswick Bailey  
 Walter Henry Bartlett  
 John Marshall Dinsdale Barwick, B.A. Oxon.

Carl William Reeves Bater  
 George Robert Francis Bates  
 Nathaniel Battersby  
 James Francis Adams Beck  
 Andrew Joseph Berkeley

Edward John Courtenay Bernard  
 Arthur Robert Berry  
 Frank Beverley  
 Charles Herbert Lake Blaxland  
 Henry Norman Bliss  
 Charles Bloomfield  
 Reginald Boase  
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 Arthur Cary Borrer  
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 Robert Walter Cowell Heron  
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 William Richard Morgan  
 Robert Nelson Murray  
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 John Brough Niel  
 Charles Louis Nordon  
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 Leslie Owen  
 William Page  
 George Arthur Chater Perks  
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 Malcolm Gordon Robertson, B.A.  
 Durham  
 Norman Robertson  
 John Speir Robinson, B.A. Camb.  
 Alfred Robson, B.A. Camb.  
 Denham Edgar Rodwell  
 Wilfrid Arnold Rooke-Ley, B.A.  
 Oxon.  
 Digby Beaconsfield Rose, B.A.  
 Camb.  
 Willy Alfred Rosedale  
 Ernest Rupert Royle  
 Geoffrey George Russell  
 Godfrey Harold Salaman  
 Harold Geoffrey Salt  
 Arthur Nicholas Salter  
 Frederick Gurney Salter, B.A.  
 Oxon.  
 Richard Joseph Sharp  
 David Shaw  
 Thomas Dowker Shepherd  
 Frederic Charles Sheppard  
 Samuel Shipton  
 Edward Shoosmith  
 Joseph Bruce Simmons  
 Palgrave Simpson  
 Harold Laurence Slocock  
 Arthur Willan Smith  
 Charles Edward Smith  
 Samuel Arthur Smith  
 William Austin Sparrow  
 Lionel Standley  
 Bernard Clement Stenning  
 Gardiner Frank Buckland  
 Stevens  
 James Reginald Stevens

Francis John Stewart  
 Frank Harold Stollard  
 Roland Stone  
 John Ormerod Storey  
 Albert Harold Octavius Streat-  
 feild, B.A. Camb.  
 George Herbert Stubington  
 Ralf Sunderland-Taylor  
 Fraser Sutton  
 Charles Edward Tatham  
 Edward Stewardson Taylor  
 Ferdinand Hall Taylor, B.A.  
 Oxon.  
 William George Thomas  
 Kenneth Herbert Thompson  
 William Edwin Thompson, B.A.  
 Oxon.  
 Charles Edward Thorp  
 Charles Kiddy Tijon, B.A.  
 Camb.  
 William Trenholme  
 Basil Frederick Tuckfield Tryon  
 Clifford Green Turner  
 Oliver Tyrer  
 Charles Guy Underwood  
 Maurice John Upcott  
 George William Wain  
 Alfred William West  
 Charles Leopold West  
 Gilbert Lewis West  
 Arthur Pither Wheeler  
 Dyson Bransby Williams, B.A.  
 Oxon.  
 James Edward Williamson  
 Joseph Henry Wilman  
 Charles William Wing  
 William Winterbotham, B.A.  
 Camb.  
 Henry Womersley  
 Frederic Walter Wood  
 Theophilus Wood  
 Edward Geoffrey Parker Worsley  
 Stamp William Wortley  
 Herbert Charles Wright  
 Peter Wright  
 Arthur Wrinch  
 William Walter Yates  
 Thomas Farquhar Yeo.

By Order of the Council,

E. W. WILLIAMSON,

Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE,  
 25th April, 1902.

### APPOINTMENT.

April 28. The King has been pleased to appoint the Right Honourable Sir Arthur Wilson, K.C.L.E., late Puisne Judge of the Supreme Court, Calcutta, to be a Member of the Judicial Committee of the Privy Council, under the provisions of the Act 3 and 4 William IV., cap. 41.

### PROFESSIONAL PARTNERSHIPS DISSOLVED.

Basil Field, Henry James Francis, Frederic William Emery, and Henry Lincoln Roscoe (Field, Roscoe & Co.), Solicitors, 36 Lincoln's Inn Fields, by mutual consent as from March 31. The said B. Field, F. W. Emery, and H. L. Roscoe will continue to carry on the business in conjunction with Charles Douglas Medley.

Horace Parr Scatliff and Charles Haddon Gray (Scatliff & Gray), Solicitors, 6 Lancaster Place, Strand, and 33 Whiteheads Grove, Chelsea, by mutual consent as from October 24, 1901.



# STATUTES.

SESSION 1902—2 EDW. 7.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
1	<i>Consolidated Fund (No. 1) Act, 1902</i> . . . . .	March 21 . . . . .	Not specified.
2	<i>Army (Annual) Act, 1902</i> . . . . .	April 28 . . . . .	Not specified.

## COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

*EASTER SITTINGS, 1902.*

### ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEKEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFER EADY.
Monday, May 12	Mr. W. Leach	Mr. Pemberton	Mr. Greswell	Mr. Godfrey	Mr. Carrington	Mr. R. Leach	Mr. Church	Mr. Jackson
Tuesday " 13	" Greswell	" Jackson	" W. Leach	" Farmer	" Pugh	" Beal	" King	" Pemberton
Wednesday " 14	" King	" Pemberton	" Greswell	" Godfrey	" Carrington	" R. Leach	" Church	" Pugh
Thursday " 15	" Church	" Jackson	" W. Leach	" Farmer	" Pugh	" Beal	" King	" Carrington
Friday " 16	" Farmer	" Pemberton	" Greswell	" Godfrey	" Carrington	" R. Leach	" Church	" Beal

\*.\* The Whitsun Vacation will commence on Saturday, the 17th day of May and terminate on Tuesday, the 20th day of May, 1902, both days inclusive.

### HIGH COURT OF JUSTICE. CHANCERY DIVISION.

#### TRANSFER OF ACTIONS.

#### ORDER OF COURT.

*Thursday, the 1st day of May, 1902.*

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

#### SCHEDULE.

Mr. Justice FARWELL (1902—D.—No. 455).

(In the Matter of David Payne and Company, Limited.  
(St. John Montagu Young v. David Payne and Company, Limited.

HALSBURY C.

#### ORDER OF COURT.

*Monday, the 5th day of May, 1902.*

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

#### SCHEDULE.

Mr. Justice KEKEWICH (1902—J.—No. 414).

(In the Matter of The Johnston Die Press Company, Limited.  
(Victor George Levett v. The Johnston Die Press Company, Limited.

HALSBURY C.

### GENERAL COUNCIL OF THE BAR.

The Council have recently had under their consideration the following questions submitted to them by a Barrister:—

- (1.) Are Counsel justified in accepting briefs to appear at Local Inquiries under the Local Government Acts, the Public Health Acts, or the Light Railway Act from Clerks to Local Authorities who are not Solicitors?
- (2.) Further can Counsel accept a Parliamentary brief from a Parliamentary Agent who is not a Solicitor and who is acting for such a Clerk?

The Council have answered both the above questions in the affirmative.

HENRY C. A. BINGLEY,

2 Hare Court, Temple,  
7th May, 1902.

*Secretary.*

### APPOINTMENT.

Mr. William Bedford Glaisher of 47 Essex Street, Strand, W.C., has been appointed a Commissioner of the High Court of Judicature at Fort William in Bengal to take Affidavits, Acknowledgments, &c.

### PROFESSIONAL PARTNERSHIP DISSOLVED.

Octavius Eddison, Charles Lupton, and Charles Francis Haigh (Nelson, Eddisons & Lupton), Solicitors, Leeds, by mutual consent as from April 30. The said O. Eddison and C. Lupton will continue to carry on the business.

*Seventh Edition. Royal 8vo., cloth, 38s.*

# ROBSON'S BANKRUPTCY.

Containing a full exposition of the Principles and Practice of the Law, including the Law under the Bankruptcy Acts, 1883 and 1890; the Bankruptcy (Discharge and Closure) Act, 1887; the Debtors Act, 1869; the Bills of Sale Acts, 1878 and 1882; Section 10 of the Judicature Act, 1875; also the Law relating to Private Arrangements with Creditors, and the Deeds of Arrangement Act, 1887. With an Appendix comprising the Statutes, Rules, Orders and Forms, including Forms of Statutory Compositions and Schemes, &c.

BY

**GEORGE YOUNG ROBSON, Esq.,**  
Barrister-at-Law.

## OPINIONS OF THE PRESS.

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"This standard work on bankruptcy has reached another edition, the author wisely considering that, in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes*.

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# BRETT'S COMMENTARIES ON THE PRESENT LAWS OF ENGLAND.

By **THOMAS BRETT,**

Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitor in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerke and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

\* \* \* The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

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"The success which we predicted for this book on its first appearance, only a year ago, seems to be now fully assured, for

we already have before us a second edition. . . . Mr. Brett singularly fortunate in being called upon so soon to bring out a new edition, because he has thus been afforded an opportunity of availing himself of the suggestions of his friends, and the criticism of his reviewers, by correcting the errors which were inevitable in a first edition, and also of incorporating the numerous Acts which have, since the publication of his first edition, been placed upon the statute-book by an exceedingly active legislature."—*Law Journal*.

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HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

*Thursday, the 8th day of May, 1902.*

I, HARDING STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice JOYCE (1902—G.—No. 547).

(In the Matter of George Farmer and Company, Limited.  
Florence Elizabeth Farmer v. George Farmer and Company,  
Limited.

HALSBURY C.

SUPREME COURT OF JUDICATURE.

CORONATION OF THEIR MAJESTIES.

ORDER OF COURT.

The Courts and Offices of the Supreme Court, including the District Registries, shall be closed on the 26th, 27th, and 28th of June next.

By Order of the LORD CHANCELLOR and the  
Rule Committee of the Supreme Court.

COUNTY COURTS.

CORONATION OF THEIR MAJESTIES.

COUNTY COURT ORDER.

The Courts and Offices of the County Courts in England and Wales shall be closed on the 26th, 27th, and 28th of June next.

By Order of the LORD CHANCELLOR.

GENERAL COUNCIL OF THE BAR.

NOTICE.

THE CORONATION PROCESSION,

*June 27th, 1902.*

The Lord Chancellor has allotted about 180 Seats at the Royal Courts of Justice to Members of the Bar to View the Procession, and the General Council of the Bar has been requested, and has undertaken to distribute them.

1. The Distribution of the Seats will be by Ballot.
2. The Ballot will be confined to Barristers with addresses in the 1902 Law List.

3. The Tickets will be One Guinea each and will be Single and NOT TRANSFERABLE nor available for Ladies.
4. Application for Tickets must be made in writing so as to reach the Secretary on or before Saturday, May 31st, 1902.
5. A List of the successful applicants will be posted at the Offices of the Council on Wednesday, June 4th.
6. The Tickets will be obtainable from the Secretary on application at the Offices of the Council on or after Tuesday, 17th June.

(BY ORDER).

OFFICES OF THE COUNCIL,  
2, Hare Court, Temple,  
*May 13th, 1902.*

GENERAL COUNCIL OF THE BAR.

ANNUAL ELECTION, 1902.

RESULT.

The following gentlemen have been declared duly Elected Members of the Council—

Mr. C. M. Warmington, K.C.  
" E. T. Atkinson, K.C.  
" H. F. Dickens, K.C.  
" Vernon B. Smith, K.C.  
" H. Yorke Stanger, K.C.  
" W. F. K. Taylor, K.C.  
Hon. E. C. Maonaghten, K.C.  
Mr. W. English Harrison, K.C.  
" J. Scott Fox, K.C.  
Lord Robert Cecil, K.C.  
Hon. Alfred Lyttelton, K.C., M.P.  
Mr. Stanley O. Buckmaster, K.C.  
" O. Leigh Clare, M.P.  
" George Henderson.  
" F. B. Yonge Radcliffe.  
" Boydell Houghton.  
" R. B. D. Acland,  
" T. F. Hobson.  
" James E. H. Benn.  
" Frank Bodilly.  
Hon. Frank Russell.  
Mr. E. Percival Clarke.  
Hon. R. W. Coventry.  
Mr. Peter Grain.

2 Hare Court, Temple,  
*May 13th, 1902.*

HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1902.

NOTICE.

*There will be no sitting in Court during the Whitsun Vacation.*

*During the Whitsun Vacation* :—All applications "which may require to be immediately or promptly heard" are to be made to the LORD CHIEF JUSTICE OF ENGLAND.

The LORD CHIEF JUSTICE will act as Vacation Judge from Saturday, May 17th, to Monday, May 26th, both days inclusive.

His Lordship will sit in King's Bench Judges' Chambers at 10.30 on Friday, May 23rd. On other days, within the above period, applications in urgent matters may be made to his Lordship by post or, if necessary, personally.



In the case of applications to the Judge by Post the Brief of Counsel should be sent addressed to the Judge by Book Post, or Parcel, prepaid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

CHANCERY REGISTRARS' CHAMBERS,  
ROYAL COURTS OF JUSTICE,  
May, 1902.

### APPOINTMENT.

May '9. The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 8th instant, to appoint Herbert Stuart Sankey, Esq., M.A., Barrister-at-Law, to be Recorder of the Borough of Faversham, in the room of George Edwardes Dering, Esq., deceased.

### PROFESSIONAL PARTNERSHIP DISSOLVED.

Oswald Bird, Laming Worthington Evans, Arthur Bernard Lewin Hill, Arthur William Hastings Dauneay (Worthington Evans, Bird, Hill & Co.), Solicitors, 27 Nicholas Lane, by mutual consent as from March 31, so far as concerns A. B. L. Hill. O. Bird, L. W. Evans, and A. W. H. Dauneay will continue the said business under the same style or firm.

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## The LAW of LICENSING IN ENGLAND

So far as it relates to the Retail Sale of Intoxicating Liquors, including the Intoxicating Liquors (Sale to Children) Act, 1901, and to Theatres and Music Halls.

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HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

TRINITY SITTINGS, 1902.

APPEALS AND MOTIONS IN BANKRUPTCY.

APPEALS from County Courts to be heard by a DIVISIONAL COURT Sitting in Bankruptcy, Pending 17th May, 1902.

In re E. Klock Expte. The Bankrupt v. The Official Receiver, Trustee, and certain Creditors an appl. from the County Court of Dorsetshire, holden at Poole

MOTIONS in BANKRUPTCY for hearing before the Judge, Pending 17th May, 1902.

In re Mateo Clark Expte. The Debtor v. The Buenos Ayres & Pacific Ry. Co. ld. and The Official Receiver

In re Sir Robert Peel Expte. F. S. Salaman, Trustee v. Von der Hyde Heydt and P. J. Burt, S. A. Went & anr.

In re Drucker Expte. Mrs. Therese Drucker v. D. F. Beaden, Trustee

In re Lawford & Lawrence (trading as The London Co-operative Cab Co.) Expte. C. L. Nichols, Trustee v. Henry Ward

5 In re Adams & Frank (trading as Freeman Bros. & Co.) Expte. Wm. Izard, Trustee v. Joseph Adams

In re Borovaky & Weinbaum Expte. F. S. Salaman, Trustee v. The Commr. of Police (Metropolitan)

In re Till & Moss Expte. W. G. Rayner, Trustee v. W. Moss

In re Wright & Northcroft Expte. A. F. Lovell, Trustee v. J. S. Rubinstein

In re Downes Expte. A. E. Green, Trustee v. E. G. Denton

10 In re Same Expte. Same v. A. Percival

In re Pilling Expte. The Debtor v. The Union Bank of Manchester ld.

In re Janssen Expte. The Dresdner Bank v. A. T. Vogler, Trustee

In re Same Expte. The Direction der Disconto Gesellschaft v. A. T. Vogler, Trustee

In re Fonnereau Expte. F. Gimblett, Trustee v. F. Howlett

MATTERS IN BANKRUPTCY.—Total number of Appeals and Motions .. .. 15.

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

TRINITY SITTINGS, 1902.

TUESDAY, MAY 27TH.

The following Courts will sit until Saturday, 31st May, for the Trial of the following classes of Actions:—

- FOUR COURTS for MIDDLESEX Special Juries.
- THREE COURTS for MIDDLESEX Common Juries.
- ONE COURT for COMMERCIAL Actions and Non-Juries.
- ONE OR TWO COURTS for Non-Jury Actions.

MIDDLESEX Special Jury Actions.

Actions beyond No. 1220 in this List will not be taken before Monday, 2nd June.

The following Numbers will be in the List for Trial on Tuesday, 27th May—Nos. 1008 to 1052, both inclusive.

- 1008 Mangan & ora. v. Wilkinson money paid
- 1010 White v. Mayor, &c. of Harwich negligence
- Wiener v. Bramson & anr. possession
- 920 Phillips & anr. v. T. Tilling pers. inj.
- 748 Nat. Soc. for the Prevention of Cruelty to Children & anr. v. Bruce-Fryce May 28 libel
- 630 Bondi v. West London Dairy Co. pers. inj.
- 900 Fowles v. Driscoll breach of promise
- 883 Allen & anr. v. Brind money lent
- 1012 Forrester v. G. N. Ry. Co. & ora. pers. inj.
- 1020 Schwerdt v. Pearkes & anr. fraud. reps.
- 1023 H. Low & Co. v. Appleton warranty
- 1026 Mansell v. "Sol" Syndicate ld. & anr. libel
- 1027 Same v. Ayies & anr. slander
- 1028 Newman v. Kirkwood wrong. dis.
- 1029 Perkins & anr. v. Statter & anr. fraud. reps.

- 1057 Norfolk v. Lawley breach of promise
- 1052 Colyer & Colyer v. Willoughby issue
- 1053 Witham v. Carpenter assault
- 1073 Leipnik v. Rice slander
- 1074 Colmer v. Lon. United Trams ld. pers. inj.
- 1064 Morgan v. Sharp money paid
- 1087 Rowke v. Jacobs Bros. & Co. commission
- 1092 Morrell v. Davenport contract
- 1107 Church v. Whitmore slander
- 1108 Same v. Whitmore ld. wrong. dis.
- 1128 Fuller v. A. Dewing & Co. pers. inj.
- 1129 Stone v. Lovell pers. inj.
- 1132 Youlten & anr. v. Sessions & ora. contract
- 859 Geserich v. H. E. Baines & Co. ld. pers. inj.
- 1137 Clarke & Wife v. Army & Navy Co-operative Soc. ld. pers. inj.
- 1138 Cliff & anr. v. Yeo covenant
- 1140 Gillling v. May pers. inj.
- 1143 W. G. Allen & Sons ld. v. Callender's Cable, &c. Co. ld. contract
- 1072 B. Costerton } consoli- { Mayor, &c. of Wanda-  
 } dated { worth pers. inj.  
 } { Same negligence
- 1146 T. Costerton } consoli- { Mayor, &c. of Wanda-  
 } dated { worth pers. inj.  
 } { Same negligence
- 1153 Hargraves v. Stovin libel
- 1157 Moffatt v. De Witt money received
- 153 S. Pearson & Son ld. & ora. v. Barker & anr. fraud. reps.
- 191 Ormsby v. S. E. & C. Ry. Co. pers. inj.
- 227 Jeyes' Sanitary Compounds Co. ld. v. Pearson contract

- 228 Same v. Same contract
- 384 Ansell & ora. v. Ross money paid
- 599 Maple & Co. ld. v. Benoit bills
- 758 Atkinson v. Brighton, Hove & Preston United Omnibus Co. ld. pers. inj.
- 776 Leonard v. Leyland & Co. pers. inj.
- 777 Green v. Blundell work
- 799 Smith v. Pulling slander
- 862 Ilford Gas Co. v. Ilford U. D. C. negligence
- 891 Vaughan v. Rock Printing, &c. Co. libel
- 972 Hadfield & Wife v. Shillingford libel
- 973 Same v. Benjamin libel
- 996 Quilangelo & Wife v. Shackell & Co. ld. pers. inj.
- 1016 Turnbull v. Smith detinue
- 1101 Ernest-Kaps v. Cohen contract
- 1119 Yoldham v. Liberty & Co. ld. contract
- 1130 Southern Development Co. ld. v. Baker contract
- 938 Mills v. Procter & anr. contract
- 1181 Same v. National Mutual Life Assce. Soc. & ora. contract
- 1135 Everett v. London School of Medicine for Women & ora. contract
- 1158 Blyth v. L. G. O. Co. ld. negligence
- 1162 Hobbs v. Wilson goods sold
- 1163 Jenks & anr. v. Lloyd's Bank ld. cheque
- 1181 Hargreaves v. Gold Coast Hinterland Explorations ld. contract
- 1183 Isaacs v. William Whiteley ld. detinue
- 1184 Hughes v. Morris negligence

1065 Burreidge v. School Board for London trespass

1187 Jones v. Veasey & ors. libel  
 1193 Ahrle v. Metalline Photography Co. contract  
 1213 Message v. Florence goods sold  
 1230 Queensbury v. Leeds & anr. injunction  
 1234 Hild v. Dickson libel  
 1236 Vickers, Son & Maxam ld. v. Midwinter's Engineering & Cycle Stamping Co. ld. detinue  
 1239 Purmann ld. v. Stephens distress  
 1280 Lethbridge v. Lethbridge money lent  
 1283 Wallis v. Repton slander  
 1289 Yetman v. London United Trams pers. inj.  
 1245 Holcombe v. London United Trams pers. inj.  
 1288 Bell & Wife v. Thomas Cook & Son pers. inj.  
 1283 Pritchard v. G. W. Ry. Co. negligence  
 1285 Steward v. Colne Fishery Co. & anr. assault  
 1278 Ogil, Grace & Co. v. Worthington Pumping Engine Co. contract  
 1278 Faraday & anr. v. Laycock commission  
 1282 Fugh v. G. E. Ry. Co. pers. inj.  
 1289 Gilling v. Smeat money received  
 1296 Mills v. L. G. O. Co. pers. inj.  
 1299 Weaver v. Midland Ry. Co. pers. inj.  
 1284 O'Dee v. Phillips commission  
 1286 Dent v. Keen & Son & anr. libel  
 1213 Dockrill & anr. v. Merton work  
 1213 New Peterborough Brick Co. v. Saley & ors. contract  
 1216 Brightwell v. Evening News ld. libel  
 1218 Suren, Hartmann & Co. v. Derwent Rolling Mills Co. ld. goods sold  
 1221 Barrett & Wife v. Balls contract  
 1228 Stanbridge v. Balls Bros. pers. inj.  
 1229 Glyn v. Rhoades Goldfields ld. contract  
 1230 Gross v. Curtis & Harvey ld. work  
 1244 Booth's Distillery ld. v. Jacobs & anr. contract  
 1246 Curtis v. Brown money paid  
 1252 Smith v. Talbot commission  
 1255 Jones v. Lavington covenant  
 1256 Hales v. Claude's Ashanti Gold Fields ld. wrong. dia.  
 1258 Pratt v. Mayor, &c. of Wandsworth pers. inj.  
 1264 Furber v. Ballin & ors. Solicitor's bill  
 1266 Aylwin v. Macleod possession  
 1268 Dikins v. Partridge contract  
 1270 Boyd v. Safety Explosives ld. work  
 1272 Springett v. Dainton contract  
 1278 Coleridge v. Macdonald libel  
 1279 The Acme Wood Flooring Co. ld. v. Alcott libel  
 1282 Asch v. Friesen contract  
 1288 Simon v. Nicholas slander  
 1295 Lovesay v. Allen pers. inj.  
 1296 Bristol v. Day contract  
 1297 Glanville v. L. G. O. Co. ld. pers. inj.  
 1299 Walker & ors. v. London United Trams pers. inj.  
 1404 Aulby & Wife v. Pocock detinue  
 1408 Smyth v. L. G. O. Co. ld. pers. inj.  
 1407 Trivick v. Head & anr. conspiracy  
 1409 Leach v. London United Trams pers. inj.  
 1411 Hewett v. Sullivan & ors. fraud. repa.  
 1419 Bennett v. Sol Syndicate ld. & anr. libel  
 1421 Drummond v. McGildowney breach of promise  
 1428 Greeves v. London Road Car Co. pers. inj.  
 1438 Cooper v. Midland Ry. Co. pers. inj.  
 1441 Moss v. Palace Theatre ld. contract  
 1443 Bathurst v. Anderson slander  
 1448 C. Price & Co. v. London & Thames Haven Oil Wharves Co. ld. trover  
 1446 Barnett v. Coronna & ors. money lent  
 1456 McPhee & Wife v. Great Northern Ry. Co. pers. inj.  
 1487 Reiner & Co. v. Regents Estates Co. ld. negligence  
 1489 Goulding v. L. & S. W. Ry. Co. pers. inj.  
 1463 Bodet v. Dobree commission  
 1465 Higgs v. S. E. & C. Ry. Co. pers. inj.  
 1466 Clarke v. Nendegge & Son ld. work  
 1468 Grice v. Puttick & Simpson detinue  
 1470 Meyrick v. Sporting & Dramatic Press ld. wrong. dia.  
 1474 Matthews v. Atkins libel  
 1478 de Pokorny v. Wertheim slander  
 1497 Curtis v. London Road Car Co. pers. inj.  
 1500 Lockwood v. Lowenfeld fraud. repa.  
 1505 Howell v. London United Trams pers. inj.

#### MIDDLESEX Common Jury Actions.

Actions beyond No. 1361 in this List will not be taken before Monday, 2nd June.

The following Numbers will be in the List for Trial on Tuesday, 27th May—Nos. 1151 to 1196, both inclusive.

1151 Beahan & anr. v. Richards issue  
 1154 Thomas v. Pitt & anr. ld. negligence

1155 Vallinet v. Swann & Edgar ld. pers. inj.  
 1154 Evans & anr. v. Onstein contract  
 1156 Jenkins v. Walsh wrong. dia.  
 1161 Kirlow Bros. ld. v. T. Balmforth & Co. & ors. libel  
 1165 Donovan v. Regent's Canal & Dock Co. pers. inj.  
 1167 Ghant v. Pawley work  
 1168 Bristol v. Gibson contract  
 965 Browning v. Alston pers. inj.  
 1170 Mathias v. Moon & ors. contract  
 1172 Halpin v. Walker pers. inj.  
 1178 Lawrence & anr. v. Croxton & anr. trespass  
 1188 Spratt v. S. Pearson & Son ld. pers. inj.  
 1186 Sedgwick v. Moore breach of promise  
 1192 Cooke & anr. v. Bargeat & ors. injunction  
 1196 Hughes v. Toppin contract  
 1200 Selgenberg v. Nelson mal. pros.  
 1201 Peck v. Same mal. pros.  
 1203 Jenkinson & anr. v. Brown possession  
 1214 Coleman v. Gais slander  
 1219 Greenbaum v. Darbyshire trespass  
 1221 Savage v. Sawyer goods sold  
 1225 Uderits & Wife v. Skylinsky pers. inj.  
 1227 Barrett v. Regent's Canal & Dock Co. pers. inj.  
 1241 Viner v. Barry work  
 1244 Vlymen v. Jonas injunction  
 1248 Stephenson v. Payne work  
 1249 Joyce v. Bailey pers. inj.  
 1260 L. Thorn & Co. ld. v. Barnett work  
 1266 Berrenberg Electric Lamp Syndicate ld. v. Lowden goods sold  
 1267 Mayner v. Lowden contract  
 1268 Lediard, Son & Baker v. Prescott Solicitor's bill  
 1270 Stebbings v. Potter money lent  
 1276 Simonds v. British Automobile Syndicate ld. negligence  
 1280 Pratley v. Salter contract  
 1281 Wallace v. West Coast Explorers' Syndicate wrong. dia.  
 1285 Diamond v. Ward trespass  
 1282 Robertson v. Dawson & Co. & anr. detinue  
 1292 Gray v. London & Paris Exchange Stockbroker's account  
 1303 Woodford v. Hodges work  
 1310 West v. Thorn pers. inj.  
 1311 Downes v. Browne & anr. trespass  
 4 Bray & anr. v. Barnes & anr. injunction  
 6 Marreo v. London & Westminster Loan, &c. Co. issue  
 41 Dalwood v. Hamblin breach of promise  
 490 Atkinson v. Wilkin & anr. possession  
 768 Bussey v. Orchard libel  
 870 J. Bellamy ld. v. Kirk & anr. contract  
 113 Pratt & anr. v. Twia contract  
 1197 Collings v. New detinue  
 1264 Dalton v. Johnston Engineering Co. M. wrong. dia.  
 1214 Webb v. Morgan & Co. contract  
 1219 Adams v. Coombes goods sold  
 1230 Coffin & Wife v. Cartwright pers. inj.  
 1237 Rosenbaum v. L. G. O. Co. ld. pers. inj.  
 1237 Pusey v. Clement note  
 1243 Langdon Daires Electric Motor Co. ld. v. G. Aston & Son contract  
 1245 Mc Leay v. Middleton contract  
 1247 Molloy v. Greville & anr. money paid  
 1248 Selmons v. Weaver injunction  
 1250 Bexton v. Haedick & ors. distress  
 1251 Watts, Powell & Cook ld. v. Laycock goods sold  
 1252 Potter v. Palmer pers. inj.  
 1257 Hall v. Nathan & ors. money received  
 1260 Gorman v. Hewitt libel  
 1261 Wilks v. Harris slander  
 1271 Wenborn & Co. ld. v. Parsons & Co. goods sold  
 1277 Harle v. Evans trespass  
 1280 Cohen v. New Grappler Pneumatic Tyre Co. ld. & ors. libel  
 1174 Coleman v. Jones & Sons pers. inj.  
 1175 Lunt v. Same pers. inj.  
 1292 Noon v. Same pers. inj.  
 1408 Clark v. Bussey & Son pers. inj.  
 1410 Armstrong v. Hill money lent  
 1412 Durbridge v. Holterman money received  
 1414 Sims v. Automatic Photo Printing Syndicate ld. & anr. mal. pros.  
 1415 Eldout v. Green & ors. trespass  
 1421 Hutchinson & anr. v. Masters covenant  
 1423 Silk v. Wauer slander  
 1429 Kalleky v. E. Lawrence & Sons injunction  
 1430 Harris v. Lee detinue  
 1434 Darrah v. Bowes fraud. repa.  
 1447 Mercantile Agency Co. ld. v. Croucher & anr. contract  
 1460 Johns v. Central Lon. Press & anr. libel  
 1473 Thring v. Lucas contract

1480 Wright v. Lefever pers. inj.  
 1485 J. T. Grover & Co. ld. v. Edwards detinue  
 1486 Fenton v. Lion Brewery Co. ld. pers. inj.  
 1488 Renton v. Moore money paid  
 1490 Bryant v. Tarrill & anr. trespass  
 1492 Jessop v. Anderson assault  
 1494 Skinner v. Hunt false impt.  
 1496 L. Lumley & Co. ld. v. Hopwood & Co. warranty  
 1499 Hyde v. Copan & Son v. pers. inj.  
 1501 Stryvester & Co. v. Whellock contract  
 1502 Bowring v. Wallington slander  
 1506 Craak v. Lewis contract  
 1510 Brown v. Kingsbury warranty  
 1511 Griève & anr. v. Smith negligence  
 1512 Payne v. Benit detinue  
 1519 Manchester & Milford Ry. Co. v. Morgan contract  
 1527 Varley v. Naumann contract  
 1540 Bennet v. Newton libel  
 1546 Tiochurét v. Drummond & ors. goods sold  
 1560 Rendell v. Mumford contract  
 1563 Batten v. Young pers. inj.  
 1570 Luff v. Neave & Co. & anr. money received  
 1576 Taylor v. Vidal note  
 1577 Carmen v. Bennet wrong. dia.  
 1582 Still v. Oasley bill  
 1584 Dierden & ors. v. Bennet money lent  
 1588 Haydon v. Weston breach of promise  
 1591 Joel v. Rynar warranty  
 1609 Twynnam v. Industrial Inventions, &c. ld. and ors. money paid  
 1610 James v. Elkan & Co. libel  
 1611 Hodson v. City & West End Properties ld. pers. inj.  
 1618 Marsden v. Hunter libel  
 1619 Regazzoni & Wife v. Lake libel  
 1621 Owles v. Ritchie (Slake & ors., 3rd party) bill  
 1625 Sawell v. Johns & anr. detinue  
 1634 John G. Murdoch & Co. ld. v. Hagmaier detinue  
 1637 Mac Callum v. La Société Anonyme & ors. contract  
 1639 Humphrey v. Vickers negligence  
 1645 Sneyd & anr. v. Hall negligence  
 1650 Tutt v. Fanstone libel  
 1661 Pillans v. Armstrong & Co. & ors. fraud. repa.  
 1663 Day v. Grace possession  
 1671 Powdrill v. R. Higgs & Co. issue

#### NON-JURY Actions.

Actions beyond No. 1394 in this List will not be taken before Monday, 2nd June.

The following Numbers will be in the List for Trial on Tuesday, 27th May—Nos. 1569 to 1596, both inclusive.

1389 Hackney Furnishing Co. v. Diprose detinue  
 1442 Ross v. Navigation Games (Kent) Syndicate M. goods sold  
 1479 Appery v. Mark Patrick & Son contract  
 618 Hodgkin v. Syngue money lent  
 632 Mc Lean v. Adamant Stone Co. declaration  
 1121 Hemming v. Farman Automobile Agency money received  
 1489 Heymann v. Hoekin goods sold  
 1498 Taylor v. Friewell ld. contract  
 1503 Arno v. Trick & ors. possession  
 Same v. Same motion  
 1504 O'Connor & Wife v. London United Trams pers. inj.  
 1512 Spencer v. Mc Dougall work  
 1517 Davis & Son v. Ashley declaration  
 1520 Owles v. Slacke & ors. contract  
 1536 Arts v. Esslen contract  
 1542 Heene Estate Land Co. ld. v. Rodocanachi & anr. rent  
 1545 Smith v. Ludbrook covenant  
 1562 Holmden & anr. v. Grimes possession  
 1555 Smith v. Bower contract  
 1579 Jackson v. Underwood & Wife contract  
 1586 Ivens v. Wabey note  
 1592 Harvey v. Leona Gold & Silver Mining Co. M. work  
 1606 Roberts & Leek ld. v. Inger & ors. goods sold  
 1607 Sheridan v. Martin contract  
 1608 Phillips v. Budkin money paid  
 1626 Met. Real & Gen. Properties Trust ld. v. Davis possession  
 1630 Holmden & anr. v. Harris possession  
 1631 Sir A. B. Scoble & ors. v. Secretary of State by Council of India income tax  
 1640 Barwell v. Richards possession  
 1644 Herbert & ors. v. York covenant

1663 Habeeb & anr. v. Paulet & ora. money lent	1379 Griffiths v. Ellis work	1669 Smith v. Voelker Incandescent Mantle work
1670 Bates v. Bowman money lent	1307 Greville & anr. v. Hamlingway trespass	1676 Byng v. Byng covenant
1674 Alherdist v. Digby contract	1309 Humber Id. v. Du Cross guarantee	1680 Knopwood v. Chapman contract
1677 Ashworth & anr. v. Eastwood solicitor's bill	1349 Leeds Joint Stock Bank Id. v. Lethbridge guarantee	1681 Lesty & ora. v. Stock, & Co. Corpn. Id. contract
7 Brown v. Hoare slander	1359 Underwood & Sons Id. v. N. Met. Trams Co. money paid	1687 Collings v. Stanley contract
112 Ward v. Brandon's Putney Brewery Id. and anr. possession	1368 Carter v. Woodhead possession	1688 Lieven v. G. W. Ry. Co. negligence
442 Ward v. Bennett contract	1378 Burns v. Cosme work	1692 Raydon v. Roadway Autocar Co. negligence
507 Moody & anr. v. Patterson possession	1394 Beck & anr. v. American Radiator Co. rent	1697 Knifton v. Lambeth goods sold
514 Broadbent v. London Brick Co. goods sold		1698 Satchwell v. Dunlop & ora. contract
563 Attorney-General v. S. E. & C. Ry. Co. injunction		1703 Benson v. Crosley goods sold
614 Motor Traction Co. v. Motor Manufacturing Co. injunction		1713 Sebright v. Sebright destitue
919 Motor Manufacturing Co. Id. v. Goodwin calls	1425 Faulkner v. Simpson injunction	1714 Trollope & Sons v. Chambers contract
916 Odell v. Chambers guarantee	1444 Jones v. Empire Palace Id. patent	1715 Real Estates Corpn. of London v. Lambeth covenant
917 Same v. Sharp guarantee	1464 André v. Blom & Co. contract	1726 Adams v. Bruner goods sold
988 Keen v. Etridge issue	1491 New Peterboro' Brick Co. Id. v. Winstone & Co. Id. contract	1728 Pratt & anr. v. Wool promissory note
1065 Cook v. Taylor & anr. covenant	1493 Marshall v. Daniels possession	1734 Appleby & Co. v. Bray & Co. declaration
1071 Locoek & anr. v. Lance stockbroker's acct.	1522 Norcross v. Polden destitue	1743 Roskill & Co. v. Byrne & ora. agreement
1139 Oldfield v. Landstein destitue	1612 Pilditch, Chadwick & Co. v. Underwood & anr. contract	1753 Green v. Barnes contract
1179 Union Co. v. Southern Publishing Co. contract	1636 Lord Mayor, &c. of Sheffield v. Barclay & ora. contract	1758 Dunbar v. Bowles work
1189 Hooper v. Devant contract	1649 Doll v. Bromet work	1759 Lodge v. Metcalf & anr. bill of exchange
1195 Northey v. Trevillion contract		1764 Nunn & ora. v. Glasse solicitor's bill
1199 Home Secretary v. L. & N. W. Ry. Co. penalties		1766 Lewis v. Alexander & ora. work
1247 Whitman v. Marks contract		1768 Slinger v. Ventom, Bull & Cooper negligence
		1769 Gladstone v. Walkers, Parker & Co. commission

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO 20TH MAY, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex .. .. .	231	175	406
Non-Juries .. .. .			121
London .. .. .	4	1	5
Commercial Causes .. .. .			26
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV. .. .. .			6
Assigned Action .. .. .			1
			<b>585</b>

NOTE.—This Summary shows the total number of Actions for Trial up to and inclusive of the above date.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 9th day of May, 1902.

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice KERWICH (1902—M.—No. 1210).

(In the Matter of The Mall Trust, Limited.  
Edward Harry Grogan v. The Mall Trust, Limited,

HALSBURY C.

HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1902.

A to F.

Mondays . . . . .	} Master LORD DUNBOYNE.
Wednesdays . . . . .	
Fridays . . . . .	
Tuesdays . . . . .	} Master DAY.
Thursdays . . . . .	
Thursdays . . . . .	
Saturdays . . . . .	

G to N.

Mondays . . . . .	} Master MACDONELL.
Wednesdays . . . . .	
Fridays . . . . .	
Tuesdays . . . . .	} Master CHITTY.
Thursdays . . . . .	
Saturdays . . . . .	

O to Z.

Mondays . . . . .	} Master ARCHIBALD.
Wednesdays . . . . .	
Fridays . . . . .	
Tuesdays . . . . .	} Master WILBERFORCE.
Thursdays . . . . .	
Saturdays . . . . .	

HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

TRINITY SITTINGS, 1902.

PRACTICE MASTER.

A Master will sit daily in his own room in accordance with the following Rota to dispose of all QUESTIONS OF PRACTICE, EXPARTE APPLICATIONS and GENERAL BUSINESS.

Monday . . . . .	Master WILBERFORCE.
Tuesday . . . . .	Master LORD DUNBOYNE.
Wednesday . . . . .	Master CHITTY.
Thursday . . . . .	Master MACDONELL.
Friday . . . . .	Master DAY.
Saturday . . . . .	Master ARCHIBALD.

## HIGH COURT OF JUSTICE.

## KING'S BENCH DIVISION.

## TRINITY SITTINGS, 1902.

DATES.	LORD CHIEF JUSTICE.	WILLS J.	GRANTHAM J.	LAWRANCE J.	WRIGHT J.	BRUCE J.	KENNEDY J.	RIDLEY J.
<b>1902.</b>								
MAY . . . 27	Nisi Prius	Nisi Prius	Nisi Prius	Nisi Prius	Chambers Bankruptcy and Railway and Canal Commission	Nisi Prius	South Eastern Circuit	Nisi Prius
" 28	"	"	"	"	"	"	"	"
" 30	"	"	"	"	"	"	"	South Wales Circuit
JUNE . . . 4	"	"	Central Criminal Court	"	"	"	"	"
" 9	"	"	Nisi Prius	Midland Circuit	"	"	"	"
" 14	"	"	"	"	Oxford Circuit	"	"	"
" 16	Divisional Court	"	"	"	"	"	"	(Nisi Prius intervening)
" 19	"	"	"	"	"	"	"	"
" 26	"	"	"	"	"	"	End	"
" 28	Northern Circuit	"	"	"	"	"	"	"
" 30	"	"	"	"	"	"	Commercial List	"
JULY . . . 2	"	"	"	"	"	"	"	"
" 3	"	"	North Eastern Circuit	"	"	North Eastern Circuit	"	"
" 10	"	Northern Circuit	"	"	"	"	"	"
" 15	"	"	"	"	"	"	"	"
" 17	"	"	"	"	"	"	"	"
" 18	"	"	"	"	"	"	"	"
" 19	"	"	"	End	"	"	"	South Wales Circuit
" 21	"	"	"	Nisi Prius	"	"	"	"
" 22	"	"	"	"	"	"	"	"
" 23	"	"	"	"	"	"	"	"
" 26	"	"	"	"	End	"	"	"
" 28	"	"	"	"	Nisi Prius	"	"	"
AUGUST . . . 11	End	End	End	"	"	End	"	End

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

TRINITY SITTINGS, 1902.

BIGHAM J.	DARLING J.	CHANNELL J.	PHILLIMORE J.	BUCKNILL J.	WALTON J.	JELF J.	DATES.
							1902.
Commercial List	Nisi Prius	Nisi Prius	Nisi Prius Revenue Paper	Western Circuit	Nisi Prius	..	MAY . . . . . 27
"	"	"	"	"	"	North Wales Circuit	" . . . . . 28
"	"	"	"	"	"	"	" . . . . . 30
"	"	"	"	"	"	"	JUNE . . . . . 4
"	"	"	"	"	"	"	" . . . . . 9
"	"	"	"	"	"	"	" . . . . . 14
"	"	"	"	"	"	(Nisi Prius intervening)	" . . . . . 16
Western Circuit	"	"	"	"	Commercial List	"	" . . . . . 19
"	"	"	"	"	"	"	" . . . . . 26
"	Divisional Court	Divisional Court	South Eastern Circuit	"	"	"	" . . . . . 28
"	Nisi Prius	Nisi Prius	"	"	"	"	" . . . . . 30
"	"	"	"	"	(Central Criminal Court intervening)	"	JULY . . . . . 2
"	"	"	"	"	"	"	" . . . . . 8
"	"	"	"	"	"	"	" . . . . . 10
End	"	"	"	End	"	"	" . . . . . 15
Nisi Prius	"	"	"	Nisi Prius	"	"	" . . . . . 17
"	"	"	"	"	Oxford Circuit	"	" . . . . . 18
"	"	Midland Circuit	"	"	"	"	" . . . . . 19
"	"	"	"	"	"	North Wales Circuit	" . . . . . 21
"	"	"	End	"	"	"	" . . . . . 22
"	"	"	Nisi Prius	(Central Criminal Court intervening)	"	"	" . . . . . 23
"	"	"	"	"	"	"	" . . . . . 26
"	"	"	"	"	"	"	" . . . . . 28
"	"	End	"	"	End	End	AUGUST . . . . . 11

HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION

TRINITY SITTINGS, 1902.

PROBATE AND MATRIMONIAL.

The Causes set down for trial will be taken in the following order:—

**UNDEFENDED MATRIMONIAL CAUSES** will be taken on Tuesday, 27th and Wednesday, 28th May, and each Monday during the Sittings after Motions.

**COMMON JURY CAUSES** will be taken on and after Thursday, 29th May.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down.

**PROBATE AND DEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF** will be taken after the Common Juries are finished, and may also be taken in Court II., after 17th June, when Admiralty Cases are not appointed to be heard.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

**SPECIAL JURY CAUSES** will be taken on and after Tuesday, 17th June.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

**DIVISIONAL COURT**, Tuesdays, 3rd June, 1st July, and 5th August.

**MOTIONS AND SUMMONSES**: Motions will be heard in Court at 11 o'clock on Monday, 2nd June, and on each succeeding Monday during the Sittings, and *Summonses* before the Judge will be heard at half-past 10 o'clock on Saturday, 31st May, and on each succeeding Saturday during the Sittings.

*Summonses* before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for Motions on Mondays *must* be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock p.m. on the preceding Wednesday.

ADMIRALTY.

**THE COURT** will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Tuesday, May 27th, until Tuesday, August 12th, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

*Summonses* in Chambers will be taken at 11, and Motions in Court at 11.30 every Monday during the Sittings.

All Papers for Motions and for *Summonses* to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (Room 738), on the Wednesday preceding.

*Summonses* before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (Room 730 or 729), at 11 A.M. on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744, and are open from 10 to 4, except on Saturday, and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 13th to October 23rd, and the Christmas Vacation from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Marshal's Room, 740.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEKEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, May 26	Mr. Church	Mr. R. Leach	Mr. Beal	Mr. W. Leach	Mr. Farmer	Mr. Greswell	Mr. Pemberton	Mr. Carrington
Tuesday, " 27	" Greswell	" Godfrey	" Carrington	" Theed	" King	" Church	" Jackson	" Beal
Wednesday, " 28	" King	" R. Leach	" Beal	" W. Leach	" Farmer	" Greswell	" Pemberton	" Godfrey
Thursday, " 29	" Farmer	" Godfrey	" Carrington	" Theed	" King	" Church	" Jackson	" R. Leach
Friday, " 30	" Theed	" R. Leach	" Beal	" W. Leach	" Farmer	" Greswell	" Pemberton	" Jackson
Saturday, " 31	" W. Leach	" Godfrey	" Carrington	" Theed	" King	" Church	" Jackson	" Pemberton

\*.\* The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

PROFESSIONAL PARTNERSHIP DISSOLVED.

Decimus Mallett Robbs and Herbert Alfred Bell (Robbs & Bell), Solicitors, Gainshorough, by mutual consent as from May 31.



CIRCUITS OF THE JUDGES.

The following Judge will remain in Town:—DARLING J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

Summer Assize, 1902.	NORTHERN.	N. EASTERN.	MIDLAND.	OXFORD.	S. EASTERN.	S. WALES AND CHESTER.	N. WALES, CHESTER AND GLAMORGAN.	WESTERN.	Summer Assize, 1902.
Commission Days.	L. C. J. of England. Wills J.	Grantham J. Bruce J.	Laurance J. Channell J.	Wright J. Walton J.	Kennedy J. Phillimore J.	Ridley J.	Jelf J.	Bigham J. Bucknill J.	Commission Days.
Wed., May 28	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Newtown	.. ..	Wed., May 28
Thursday 29	.. ..	.. ..	.. ..	.. ..	Huntingdon	.. ..	.. ..	Salisbury	Thursday 29
Friday 30	.. ..	.. ..	.. ..	.. ..	.. ..	Haverfdwest	Dolgelly	.. ..	Friday 30
Saturday 31	.. ..	.. ..	.. ..	.. ..	Cambridge	.. ..	.. ..	.. ..	Saturday 31
Mon., June 2	.. ..	.. ..	.. ..	.. ..	Tues., June 3	Lampeter	.. ..	.. ..	Mon., June 2
Tuesday 3	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Carnarvon	Dorchester	Tuesday 3
Wednesday 4	.. ..	.. ..	.. ..	.. ..	.. ..	Carmarthen	.. ..	.. ..	Wednesday 4
Thursday 5	.. ..	.. ..	.. ..	.. ..	B. S. Edmunds	.. ..	.. ..	.. ..	Thursday 5
Friday 6	.. ..	.. ..	.. ..	.. ..	Sat., June 7	.. ..	.. ..	.. ..	Friday 6
Saturday 7	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Beaumaris	Wells	Saturday 7
Monday 9	.. ..	.. ..	Aylesbury	.. ..	.. ..	Brecon	.. ..	.. ..	Monday 9
Wednesday 11	.. ..	.. ..	.. ..	.. ..	Norwich	.. ..	Ruthin	.. ..	Wednesday 11
Thursday 12	.. ..	.. ..	Bedford	.. ..	Fri., June 13	Presteign	.. ..	.. ..	Thursday 12
Friday 13	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Bodmin	Friday 13
Saturday 14	.. ..	.. ..	Northampton	Reading	.. ..	(End)	Mold	.. ..	Saturday 14
Wednesday 18	.. ..	.. ..	.. ..	Oxford	Chelmsford	.. ..	.. ..	.. ..	Wednesday 18
Thursday 19	.. ..	.. ..	Leicester	.. ..	Sat., June 21	.. ..	.. ..	Exeter 2	Thursday 19
Friday 21	.. ..	.. ..	.. ..	Worcester	.. ..	.. ..	(End)	.. ..	Friday 21
Saturday 28	Carlisle	.. ..	.. ..	Gloucester	Hertford	.. ..	.. ..	Winchester 2	Saturday 28
Monday 30	.. ..	.. ..	Oakham	.. ..	Tues., July 1	.. ..	.. ..	.. ..	Monday 30
Tues., July 1	.. ..	.. ..	Lincoln	.. ..	.. ..	.. ..	.. ..	.. ..	Tues., July 1
Wednesday 2	.. ..	.. ..	.. ..	.. ..	Lewes	.. ..	.. ..	.. ..	Wednesday 2
Thursday 3	Appley	Newcastle 2	.. ..	.. ..	Sat., July 5	.. ..	.. ..	.. ..	Thursday 3
Friday 5	Lancaster	.. ..	.. ..	Monmouth	.. ..	.. ..	.. ..	.. ..	Friday 5
Monday 7	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Bristol 2	Monday 7
Wednesday 9	.. ..	.. ..	Derby	.. ..	.. ..	.. ..	.. ..	.. ..	Wednesday 9
Thursday 10	Manchester 2	Durham 2	.. ..	Hereford	Maidstone	.. ..	.. ..	.. ..	Thursday 10
Monday 14	.. ..	.. ..	.. ..	Shrewsbury	Mon., July 14	.. ..	.. ..	.. ..	Monday 14
Tuesday 15	.. ..	.. ..	Nottingham 2	.. ..	.. ..	.. ..	.. ..	(End)	Tuesday 15
Friday 18	.. ..	.. ..	.. ..	.. ..	Guildford	.. ..	.. ..	.. ..	Friday 18
Saturday 19	.. ..	York 2	Warwick	Stafford 2*	Mon., July 21	.. ..	Chester 2	.. ..	Saturday 19
Thursday 24	.. ..	.. ..	Birmingham 2	.. ..	(End)	.. ..	.. ..	.. ..	Thursday 24
Friday 25	Liverpool 2	Leeds 2	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Friday 25
Saturday 26	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Swansea 2	.. ..	Saturday 26
Tues., Aug. 12	(End)	(End)	(End)	.. ..	.. ..	(End)	.. ..	.. ..	Tues., Aug. 12

\* Two Courts will sit for the trial of prisoners on the Commission day.



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LIST OF BUSINESS  
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

JUNE, 1902.

(The Sittings will commence on Tuesday, the 3rd June, 1902, at half-past ten a.m.)

INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Chidambaram Chetti . . . v. Nainappa Chetti . . .	Madras . . . .	7 Dec. 1898	28 Aug. 1901	Whether the High Court rightly dismissed an application by way of execution of a Decree as being barred by limitation.	A. . R. T. Tasker. ] R. . T. L. Wilson & Co.
Nainappa Chetti . . . . v. Chidambaram Chetti and Others . . . . Gokul Mandar and Others v. Padmanund Singh and Others . . . . Raja Pertab Bahadur Singh v. Gajadher Bakhsh Singh . .	Madras . . . . Bengal . . . .	2 Oct. 1900 31 July 1899	22 Oct. 1901 10 Dec. 1901 (By Order of Revivor.)	Action by Respondents to redeem lands mortgaged to Appellant's father and for account—Limitation. Whether the Appellants hold certain re-formed lands as <i>ryots</i> or tenure holders.	A. . T. L. Wilson & Co. R. . R. T. Tasker. A. . Watkins & Lem- priere. R. . T. L. Wilson & Co.
Raja Tasadduq Rasul Khan and Another . . . . v. Kashi Kam and Others (re- presentatives of Manik Chand, deceased) . . . .	Oudh . . . .	13 July 1899	15 Jan. 1902	Dispute as to the terms on which Respondent is entitled to redeem a certain mortgage.	A. . T. L. Wilson & Co. R. . Barrow, Rogers & Nevill.
Raja Tasadduq Rasul Khan and Another . . . . v. Kashi Kam and Others (re- presentatives of Manik Chand, deceased) . . . .	Oudh . . . .	2 Jan. 1901	24 Mar. 1902 (By Order of Revivor.)	Whether Respondents are entitled to specific performance by Appellants of a contract to sell land; whether the Judicial Commissioner rightly granted leave to appeal; concurrent judgments.	A. . Watkins & Lem- priere. R. . T. L. Wilson & Co.
Buta . . . . . v. The Municipal Committee of Lahore . . . . .	Punjab . . . .	18 April 1900	8 April 1902	Dispute as to work done by Appellant in building a Jubilee Hall for Respondents; validity of an award; limitation.	A. . Lattey & Hart. R. . T. L. Wilson & Co.
Mohori Bibee and Another (representatives of Brahma Dutt, deceased) . . . . v. Dhurmodas Ghose . . . .	Bengal . . . .	24 June 1901	11 April 1902	Whether Respondent is entitled on the ground of minority to cancel a mortgage deed executed by him to Brahma Dutt; concurrent findings.	A. . Watkins & Lem- priere. R. . W. W. Box.
Subramanian Chettiar . . . v. Arumachalam Chettiar and Others . . . . .	Madras . . . .	29 Oct. 1901	16 May 1902	Assignment of a claim under an agreement to pay certain monthly instalments; whether the agreement was invalid and, if not, whether the assignee was competent to sue on it.	A. . Frank Richardson & Sadler. R. . Lawford, Water- house & Lawford.
Raja Rampal Singh . . . . v. Balbhadar Singh . . . .	Oudh . . . .	24 Jan. 1901	23 May 1902	Whether a certain lease is binding on Appellant, and, if it is, what is the nature of the interest it gives to Respondent in the village in dispute; power of Judicial Commissioner to set aside certain findings of fact; limitation. <i>Special leave to appeal granted.</i>	A. . T. L. Wilson & Co. R. . Watkins & Lem- priere.

## COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Tan Jiak Whye and Others v. Tan Jiak Kim and Others .	Straits Settlements .	4 Jan. 1898	4 Oct. 1898	Whether the Thellusson Act is in force in the Straits Settlements, and, if it is, how the Act affects certain testamentary dispositions in dispute.	A. . Turner Son & Foley. R. . Eyre, Dowling & Co.
Payne and Others . . . . v. The King. . . . . The King. . . . . v. Payne and Others . . . . (Appeal and Cross-Appeal consolidated).	Victoria . . . . .	12 Nov. 1901	8 April 1902	Whether the principal Appellants are liable, as executors, for probate duty in respect of three sums secured by mortgage deeds. Administration and Probate Act, 1890, and Real Property Act, 26 Vict. No. 9 (Victoria).	A. . Burton, Yeates & Hart. R. . Freshfields. A. . Freshfields. R. . Burton, Yeates, & Hart.
The Bank of New South Wales . . . . . v. The Goulburn Valley Butter Factory Company Proprietary, Limited . .	Victoria . . . . .	10 Sept. 1901	9 April 1902	Whether the Appellant Bank is liable to the Respondents for certain sums of money paid or credited to the account of one Ballantyne at the Appellant Bank.	A. . Wadeson & Malle-son. R. . Flegg & Son.
Horne and Another . . . . v. Struben and Another . . .	Natal. . . . .	19 Oct. 1901	3 May 1902	Dispute as to the boundaries of land owned by Respondents; alleged variance between the terms of the original grant and the judgment appealed from.	A. . Wilson, Bristows & Carpmael. R. . Arther Fell.
Neo Ong Hee . . . . . v. Neo Ong Tew . . . . .	Straits Settlements.	24 Sept. 1901	10 May 1902	Claim by Respondent for an account of the partnership dealings of the Appellant and Respondent (who are brothers) and for a dissolution; limitation.	A. . Loughborough, Gedge, Nisbet & Drew. — <i>Ex parte.</i>
The National Bank of Australasia, Limited . . . . v. J. Falkingham and Sons . . .	Victoria . . . . .	6 Dec. 1901	21 May 1902	Action by Respondents on money alleged to have been received by the Appellant Bank for their use. Claim by the Bank to retain the money as having been assigned to it by Deed, or to counterclaim for a larger amount under another Deed of Assignment; Book Debts Act, 1896 (Victoria).	A. . Markby, Stewart & Co. R. . Iliffe, Henley & Sweet.
Archambault and Another . v. Archambault and Another .	Quebec . . . . .	15 Nov. 1901	23 May 1902	Validity of a will; alleged incapacity, fraud, and undue influence; concurrent judgments.	A. . } R. . } Simpson & Co.

## PATENT CASE. (To fix day of Hearing.)

Matter.	Petition Lodged.	Subject.	Solicitors.
Thompson's Patent . . . . . (Mechanical fuze for causing explosion of shells, etc.)	19 April 1902	Extension of Letters Patent, dated the 22nd October 1888, No. 15159.	Pet. Moon, Gilks & Moon.

## JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Godfray . . . . . v. The Constables of the Island of Sark . . . . . (Heard 20 November, 1901. Present: Lords Macnaghten, Shand, Davey, Robertson and Lindley.) Judgment delayed pending negotiations for a compromise.	Guernsey . . . . .	31 Dec. 1896	8 Oct. 1901	Alleged public right of way over a certain tunnel out through the Appellant's property.	A. . G. Bodman. R. . Nisbet, Daw & Nisbet.
The Commissioners of Taxation . . . . . v. Antill . . . . . (Heard 15 April, 1902. Present: Lords Macnaghten, Davey, Robertson and Lindley, and Sir Ford North.)	New South Wales . . . . .	14 Oct. 1901	4 Mar. 1902	Whether the Respondent is entitled to deduct from his taxable income a sum representing a "fair rent" in respect of certain leasehold premises and improvements thereon. 59 Vict., No. 15 (N.S.W.). <i>Special leave to appeal granted.</i>	A. . Light & Galbraith. R. . Paines, Blyth & Huxtable.
The Commissioner of Trade and Customs . . . . . v. R. Bell & Company, Limited (Heard 16 April, 1902. Present: Lords Macnaghten, Davey, Robertson and Lindley, and Sir Ford North.)	New Zealand . . . . .	29 Oct. 1901	21 Mar. 1902	Whether certain wax vestas were goods prohibited to be imported into the Colony and liable to forfeiture under the Patents, Designs and Trade Marks Act, 1889, and the Customs Laws Consolidation Act, 1892, of New Zealand.	A. . Mackrell, Maton, Godlee & Quincoy. R. . Ingle, Holmes & Sons.
Sham Koer . . . . . v. Dah Koer and Another . . . . . Bupan Singh and Others . . . . . v. Dah Koer and Another (Consolidated Appeals.) (Heard 30 April, 1902. Present: Lords Macnaghten and Lindley, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wilson.)	Bengal . . . . .	26 June and 16 July 1900.	22 Jan. 1902	Whether the High Court, over-ruling the District Court, which heard the Appellants' suits on their merits, rightly dismissed the suits on the ground of limitation.	A. . T. L. Wilson & Co. R. . Dallimore & Son.
Raja Chelikani Venkayamma, representative of Raja Chelikana Appa Rao, deceased . . . . . v. Raja Chelikani Venkataramanayamma . . . . . (Appeal and Cross-Appeal consolidated.) (Heard 30 April and 1 May, 1902. Present: Lords Macnaghten and Lindley, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wilson.)	Madras . . . . .	9 Jan. and 11 Sept. 1900.	4 Feb. 1902	Whether certain family property was held by two brothers as joint tenants or tenants in common; whether a certain will was revoked, and, if not, what is its true construction; estoppel.	A. . R. T. Tasker. R. . Lawford, Waterhouse and Lawford. A. . Lawford, Waterhouse and Lawford. R. . R. T. Tasker.
Sri Gopal . . . . . v. Pirithi Singh and Others . . . . . (Heard 1 and 2 May, 1902. Present: Lords Macnaghten and Lindley, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wilson.)	N.W.P. Allahabad . . . . .	10 June 1899	25 Feb. 1902	Whether a suit to enforce a bond was barred. Civil Procedure Code, ss. 13 and 43.	A. . Pyke & Parrott. R. . Thomson & Co.

Cases.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Shambati Koeri and Others v. Jago Bibi. ( <i>Heard 6 and 7 May, 1902. Present: Lords Macnaghten and Lindley, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wilson.</i> )	Bengal . . . .	26 June 1900	27 Mar. 1902	Validity of a mortgage bond alleged to have been executed under the authority of Respondent, a Purda woman. <i>Special leave to appeal granted.</i>	A. . T. L. Wilson & Co. R. . Dallimore & Son.

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1902.

THE COURT OF APPEAL.

APPEAL COURT I.—NOTICE.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.—NOTICE.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEALS

*From the Chancery Division, the Probate, Divorce and Admiralty Division (Probate and Divorce), and the County Palatine and Stannaries Courts.*

GENERAL LIST. 1900.

1 {In re The New Zealand Midland Ry. Co. Id. (Smith (on behalf, &c.) v. Lubbock appl. of The Industrial and General Trust Id. from order of Mr. Justice Kekewich, dated April 6, 1900

May 24

1901.

2 {In re Bullen (Muespratt Williams v. Howe appl. of Deft. J. N. Bullen from order of Mr. Justice Cosens-Hardy, dated Jan. 17, 1901

February 23

3 In re The Companies' Acts, 1862 to 1890 and In re The General Investors' Syndicate Id. appl. of Ellis Parr & ors. from order of Mr. Justice Cosens-Hardy, dated Feb. 20, 1901

March 18

4 The Midland Ry. Co. v. Wright appl. of Pliffs. from order of Mr. Justice Byrne, dated Feb. 14, 1901 (s.o. till legal representative appointed)

April 30

5 Hope Hope appl. of Pltff. in Person from order of Mr. Justice Cosens-Hardy, dated Feb. 21, 1901, and motion for leave to admit fresh evidence (by order)

May 20

6 In re Irvine & Coles' Contract & V. & P. Act, 1874 appl. of Duncan Irvine from order of Mr. Justice Cosens-Hardy, dated July 8, 1901

July 13

7 The Union Lighterage Co. Id. v. London Graving Dock Co. Id. appl. of Defts. from order of Mr. Justice Cosens-Hardy, dated April 26, 1901

July 18

8 Ashworth English Card Co. appl. of Pltff. from order of Mr. Justice Joyce, dated June 22, 1901

July 26

9 Richards de Winton Richards Evans appl. of Pltff. from order of

10 Le Mesurier Mr. Justice Kekewich, dated July 4, 1901  
Le Mesurier appl. of Deft. from order of Mr. Justice Kekewich, dated July 17, 1901

11 {The City Estates Co. Id. v. Jaffray (In re The City Estates Co. Id. & Jaffray's Contract appl. of Defts. from order of Mr. Justice Kekewich, dated July 17, 1901

12 Chaytor Trotter appl. of Pltff. from order of Mr. Justice Kekewich, dated July 7, 1901

13 Robinow The London & Northern Bank Id. appl. of Defts. from order of Mr. Justice Buckley, dated Aug. 7, 1901

14 Thomas Thomas appl. of Pltff. from order of Mr. Justice Buckley, dated July 1, 1901

15 J. Ambler & Sons Id. v. Mayor, &c. of Bradford appl. of Pltffs. from order of Mr. Justice Joyce, dated Aug. 3, 1901 (Interlocutory Appeal No. 1 to come on with this, by order)

16 {In re Fish (Prestige) Lea appl. of Deft. Jessy Lea from order of Mr. Justice Byrne, dated June 6, 1901

17 Aflalo Lawrence & Bullen Id. appl. of Defts. from order of Mr. Justice Joyce, dated July 31, 1901

18 Lord Hastings The North Eastern Ry. Co. appl. of Defts. from order of Mr. Justice Byrne, dated Aug. 8, 1901 (s.o. 4 weeks after No. 19 disposed of, by order)

19 Lord Hastings The North Eastern Ry. Co. appl. of Pltffs. from order of Mr. Justice Byrne, dated April 8, 1901 (advanced by order)

20 {In re Bryce Brown, dec. Brown Gedney appl. of Defts. from order of Mr. Justice Kekewich, dated Aug. 1, 1901

21 {In re Wood Wood appl. of Pltff. from order of Mr. Justice Kekewich, dated Aug. 2, 1901

22 Sproat Marchese appl. of Pltff. from order of Mr. Justice Buckley, dated July 30, 1901

23 In re the Companies' Acts, 1862 to 1893, and In re The Leeds & Hanley Theatrical Varieties Id. appl. of The Council, dated Exploration Finance Co. Id. from order of Mr. Justice Wright, dated July 31, 1901

24 {In re The Earl of Harroby (Earl of Harroby v. Ryder appl. of Deft. The Hon. A. E. D. Ryder from order of Mr. Justice Cosens-Hardy, dated July 11, 1901

25 The Great Western Ry. Co. v. Talbot appl. of Pltffs. from order of Mr. Justice Kekewich, dated June 27, 1901

26 {In re Margeston Margeston Margeston appl. of Pltff. from order of Mr. Justice Byrne, dated July 23, 1901

27 {In re Sutton (Lewis) Sutton appl. of Deft. E. A. V. Sutton from order of Mr. Justice Buckley, dated July 23, 1901

28 {Fleming (Mackusick) Lee Fleming appl. of Pltff. R. E. Fleming from order of Mr. Justice Cosens-Hardy, dated August 6, 1901 (produce order)

29 Holmstead Cooper appl. of Pltff. from order of Mr. Justice Cosens-Hardy, dated July 30, 1901

30 {Byrne (Same) Reid appl. of Pltff. from order of Mr. Justice Joyce, dated July 12, 1901

31 Barnard Castle Urban District Council v. Whittam appl. of Pltffs. from order of Mr. Justice Buckley, dated August 4, 1901

32 In re Walker & Oakshott and the V. & P. Act, 1874 appl. of F. Walker & ors. from order of Mr. Justice Kekewich, dated June 20, 1901 (produce order)

33 The National Co. for the Distribution of Electricity by Secondary Generators v. Gibbs appl. of Deft. H. O. Basile from

order of Mr. Justice Cosens-Hardy, dated July 11, 1901

November 13

Lloyd appl. of B. L. Allen & anr. from order of Mr. Justice Farwell, dated Nov. 1, 1901

November 15

Sutton appl. of Pitiffs from order of Mr. Justice Buckley, dated July 23, 1901

November 18

Doughty appl. of Pitff. from order of Mr. Justice Cosens-Hardy, dated Nov. 2, 1901

November 19

Duvall appl. of Deft. A. C. Duvall from order of Mr. Justice Cosens-Hardy, dated October 25, 1901

December 3

Hey appl. of Defts. G. Hey & anr. from order of Mr. Justice Byrne, dated Oct. 25, 1901

December 4

Registered Trade Marks, Nos. 915, 916 and 31,237 of Messrs. Bass, Ratcliff & Gtotton Id. and Patents, Designs, &c. Acta. appl. of Bass, Ratcliff & Gtotton from order of Mr. Justice Kekewich, dated Nov. 28, 1901

December 5

The Registered Trade Marks, Nos. 2, 27,781, 31,839, 31,840, 43,968, 43,806, and 53,995 of Messrs. Bass, Ratcliff & Gtotton Id. and Patents, &c. Acta. appl. of Bass, Ratcliff & Gtotton Id. from order of Mr. Justice Kekewich, dated Nov. 28, 1901

December 5

Hedley Thomas appl. of M. A. Hedley & anr. from order of Mr. Justice Cosens-Hardy, dated Nov. 7, 1901

December 6

The Millom & Askam Hematite Iron Co. Id. appl. of Pitff. from order of Mr. Justice Kekewich, dated Nov. 20, 1901

December 6

Martin appl. of Deft. from order of Mr. Justice Buckley, dated Nov. 19, 1901

December 9

Gilbert appl. of Pitff. from order of Mr. Justice Kekewich, dated Nov. 22, 1901

December 10

Glaspool appl. of Deft. from order of Mr. Justice Byrne, dated Nov. 27, 1901 (produce order)

December 10

Purnes appl. of Deft. F. P. Cabot from order of Mr. Justice Kekewich, dated Dec. 4, 1901 (produce order—security ordered)

December 11

Ford appl. of Pitff. & anr. from order of Mr. Justice Buckley, dated Nov. 7, 1901

December 11

Steel appl. of Deft. from order of Mr. Justice Kekewich, dated Dec. 12, 1901

December 17

Pollard & Settled Land Acta. appl. of Pitffs. from order of Mr. Justice Farwell, dated Aug. 5, 1901 (produce order—security ordered)

December 17

The Kent Coal, Finance & Development Co. Id. appl. of Pitff. from order of Mr. Justice Byrne, dated August 2, 1901 (produce order)

December 18

The Companies' Acts, 1862 to 1890 and In re The Coolgardie Gold Fields Id. appl. of E. J. Wickenden from order of Mr. Justice Wright, dated Dec. 12, 1901

December 20

Crawford appl. of Attorney-Gen. from order of Mr. Justice Farwell, dated Nov. 22, 1901

December 28

Stone appl. of Pitff. from order of Mr. Justice Buckley, dated Nov. 13, 1901

December 31

1902.

Mackenzie appl. of Deft. C. L. Macey from order of Mr. Justice Farwell, dated October 25, 1901

January 3

Lewthwaite appl. of Deft. J. Lewthwaite from order of Mr. Justice Buckley, dated Dec. 10, 1901

January 9

Williams appl. of Pitff. from order of Mr. Justice Kekewich, dated Jan. 14, 1902

January 21

Dumas & ora. appl. of Deft. & ora. from order of Mr. Justice Byrne, dated Aug. 6, 1901

January 28

Wilding & ora. appl. of Pitffs. from order of Mr. Justice Joyce, dated Aug. 3, 1901

January 28

Tolhurst & ora. appl. of Pitff. from order of Mr. Justice Kekewich, dated Nov. 7, 1901

January 29

Carter & ora. appl. of Pitff. from order of Mr. Justice Kekewich, dated Jan. 21, 1902 (produce order)

January 29

Bafoic appl. of Deft. from order of Mr. Justice Kekewich, dated Nov. 4, 1901

February 3

The British Thompson Houston Co. Id. appl. of Pitff. from order of Mr. Justice Swinfen Eady, dated Jan. 30, 1902

February 10

The Acetylene Illuminating Co. Id. & anr. v. The United Alkali Co. Id. appl. of Pitffs. from order of Mr. Justice Buckley, dated Feb. 3, 1902

February 11

Newman appl. of Pitff. from order of Mr. Justice Kekewich, dated Feb. 11, 1902

February 13

Same appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 11, 1902

March 13

Hill appl. of Pitffs. from order of Mr. Justice Buckley, dated Feb. 10, 1902 (produce order)

February 24

Lodge & Harper Id. appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 18, 1902 (produce order)

February 28

Sprake appl. of Deft. from order of Mr. Justice Cosens-Hardy, dated July 2, 1902

March 1

Crace appl. of Deft. from order of Mr. Justice Joyce, dated Feb. 10, 1901

March 1

Langton & ora. appl. of A. Langton & ora. from order of Mr. Justice Kekewich, dated Jan. 14, 1902

March 3

Evans, Williams & ora. v. Byron & ora. appl. of Defts. from order of Mr. Justice Byrne, dated Feb. 12, 1902

March 5

Siemens Bros. & Co. Id. appl. of Pitffs. from order of Mr. Justice Buckley, dated Jan. 31, 1902

March 6

Joseph appl. of Pitff. Morris from order of Mr. Justice Kekewich, dated Feb. 27, 1902 (produce order)

March 13

Green appl. of Pitff. from order of Mr. Justice Buckley, dated Jan. 28, 1902

March 13

Rosenwald appl. of Deft. from order of Mr. Justice Buckley, dated March 5, 1902 (produce order)

March 17

In the Matter of the Registered Trade Mark, No. 197,354 in Class 23 of A. & A. Crompton & Co. Id. and In the Matter of the Patents, Designs & Trade Mark Acta, 1883 to 1888 appl. of A. Grandage and ora. from order of Mr. Justice Swinfen Eady, dated March 6, 1902

March 18

Parkin appl. of deft. D. E. Parker (an infant) from order of Mr.

Justice Kekewich, dated Jan. 29, 1902

March 19

In the Matter of the Companies' Acts, 1862 to 1893, and In the Matter of Bancroft & Co. Id. appl. of Messrs. Harrison & Stead, Liquidators, from order of Mr. Justice Buckley, dated Feb. 18, 1902

March 19

Dimmer (Liverpool D.E.) appl. of Deft. from order of Mr. Justice Farwell, dated March 11, 1902 (produce order)

March 24

Shuter appl. of Defta. C. S. Shuter and anr. from order of Mr. Justice Kekewich, dated Jan. 23, 1902

March 24

Braislby & ora. appl. of Deft. Annie Todd from order of Mr. Justice Buckley, dated Feb. 24, 1902

March 26

The Patents, &c. Acta, 1883 to 1888 appl. of Peatr. J. Crossfield & Sons and anr. from order of Mr. Justice Buckley, dated March 7, 1902 (produce order)

March 27

The Medway (Upper) Navigation Co. appl. of Pitff. from order of Mr. Justice Swinfen Eady, dated March 14, 1902

March 27

Sidebottom, appl. of Pitff. from order of Mr. Justice Buckley, dated March 21, 1902

April 3

Greenham appl. of Defta. from order of Mr. Justice Joyce, dated March 25, 1902

April 7

Beville & ora. appl. of Defta. from order of Mr. Justice Buckley, dated March 11, 1902

April 10

In re a Contract between The School Board for London and S. G. Foster, and In re The Vendor and Purchaser's Act, 1874 appl. of The School Board from order of Mr. Justice Kekewich, dated March 25, 1902

April 14

Jones appl. of Deft. M. E. Wright from order of Mr. Justice Byrne, dated March 18, 1902

April 14

Waite appl. of Pitff. from order of Mr. Justice Kekewich, dated Feb. 21, 1902

April 14

Bird's Contract and V. & P. Act, 1874 appl. of W. Hightett from order of Mr. Justice Swinfen Eady, dated March 19, 1902 (produce order)

April 15

Isstead appl. of Pitff. from order of Mr. Justice Joyce, dated March 24, 1902

April 15

South Shields Water Co. v. Peambernton appl. of Deft. from order of Mr. Justice Swinfen Eady, dated Feb. 26, 1902 (produce order)

April 18

Kempf appl. of Deft. from order of Mr. Justice Joyce, dated Feb. 6, 1902 (produce order)

April 23

Wright appl. of Deft. from order of Mr. Justice Kekewich, dated April 23, 1902 (produce order)

April 25

Corp'n. of Lampeter appl. of Defta. from order of Mr. Justice Kekewich, dated Feb. 14, 1902

April 25

Charlier appl. of Deft. from order of Mr. Justice Swinfen Eady, dated Jan. 29, 1902

April 26

Casagani appl. of Deft. from order of Mr. Justice Buckley, dated March 13, 1902 (stand over till Legal Representative appointed)

April 29

Ernest F. Moy Id. appl. of Defta. from order of Mr. Justice Byrne, dated April 23, 1902 (produce order)

April 29

SUPREME COURT OF JUDICATURE

TRINITY SITTINGS, 1902.

		COURT OF APPEAL		HIGH COURT OF JUSTICE—	
		APPEAL COURT. (IN APPEAL COURT No. I.)	APPEAL COURT. (IN APPEAL COURT No. II.)	CHANCERY COURT I.	CHANCERY COURT II.
		<i>Final, Interlocutory and New Trial Appeals from the King's Bench Division, Final and Interlocutory Appeals from the Admiralty Division, and Cases in In re The Workmen's Compensation Act, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.</i>	<i>Final and Interlocutory Appeals from the Chancery Division, the Probate and Divorce Division, Bankruptcy and Lunacy Appeals and Appeals from the Lancaster and Durham Palatine Courts, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.</i>	Before Mr. Justice KEKEWICH.	Before Mr. Justice BYRNE.
TUESDAY	May 27	.	.	Except when other Business is advertised in the Daily Cause List Mr. Justice KEKEWICH will take actions with Witnesses daily throughout the Sittings to the exclusion of other Business.	Except when other Business is advertised in the Daily Cause List Mr. Justice BYRNE will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.
WEDNESDAY	" 28	.	.		
THURSDAY	" 29	.	.		
FRIDAY	" 30	.	.		
SATURDAY	" 31	.	.		
MONDAY	June 2	.	.		
TUESDAY	" 3	.	.		
WEDNESDAY	" 4	.	.		
THURSDAY	" 5	.	.		
FRIDAY	" 6	.	.		
SATURDAY	" 7	.	.		
MONDAY	" 9	.	.		
TUESDAY	" 10	.	.		KING'S BENCH COURT I.
WEDNESDAY	" 11	.	.		
THURSDAY	" 12	.	.		
FRIDAY	" 13	.	.		Before Mr. Justice SWINFEN EADY.
SATURDAY	" 14	.	.		
MONDAY	" 16	.	.		
TUESDAY	" 17	.	.		Except when other Business is advertised in the Daily Cause List Mr. Justice SWINFEN EADY will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.
WEDNESDAY	" 18	.	.		
THURSDAY	" 19	.	.		
FRIDAY	" 20	.	.		
SATURDAY	" 21	.	.		
MONDAY	" 23	.	.		
TUESDAY	" 24	.	.		
WEDNESDAY	" 25	.	.		
THURSDAY	" 26	.	.		
FRIDAY	" 27	.	.		
SATURDAY	" 28	.	.		
MONDAY	" 30	.	.		
TUESDAY,	July 1	.	.		
WEDNESDAY	" 2	.	.		
THURSDAY	" 3	.	.		
FRIDAY	" 4	.	.		
SATURDAY	" 5	.	.		
MONDAY	" 7	.	.		
TUESDAY	" 8	.	.		
WEDNESDAY	" 9	.	.		
THURSDAY	" 10	.	.		

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1902—continued.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.	CHANCERY COURT IV.	CHANCERY COURT III.		
Before Mr. Justice FARWELL.	Before Mr. Justice BUCKLEY.	Before Mr. Justice JOYCE.		
Motions and General Paper . . . . .	Motions and Non-Witness List . . . . .	Motions and Non-Witness List . . . . .	TUESDAY, May	27
General Paper . . . . .	Companies' Acts and Non-Witness List . . . . .	Non-Witness List . . . . .	WEDNESDAY	" 23
Motions and General Paper . . . . .	Motions and Non-Witness List . . . . .	Motions and Non-Witness List . . . . .	THURSDAY	" 29
The King's Birthday . . . . .	No Sitting . . . . .	No Sitting . . . . .	FRIDAY	" 30
Manchester and Liverpool Business . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	SATURDAY	" 31
Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	MONDAY, June	2
Short Causes, Petitions, and General Paper . . . . .	Companies' Acts and Non-Witness List . . . . .	Non-Witness List . . . . .	TUESDAY	" 3
General Paper . . . . .	Non-Witness List . . . . .	Ditto . . . . .	WEDNESDAY	" 4
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	THURSDAY	" 5
Motions and General Paper . . . . .	Motions and Non-Witness List . . . . .	Motions and Non-Witness List . . . . .	FRIDAY	" 6
Short Causes, Petitions, and General Paper . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	SATURDAY	" 7
Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	MONDAY	" 9
General Paper . . . . .	Companies' Acts and Non-Witness List . . . . .	Non-Witness List . . . . .	TUESDAY	" 10
Ditto . . . . .	Non-Witness List . . . . .	Ditto . . . . .	WEDNESDAY	" 11
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	THURSDAY	" 12
Motions and General Paper . . . . .	Motions and Non-Witness List . . . . .	Motions & Non-Witness List . . . . .	FRIDAY	" 13
Liverpool and Manchester Business . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	SATURDAY	" 14
Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	MONDAY	" 16
Short Causes, Petitions, and General Paper . . . . .	Companies' Acts and Non-Witness List . . . . .	Non-Witness List . . . . .	TUESDAY	" 17
General Paper . . . . .	Non-Witness List . . . . .	Ditto . . . . .	WEDNESDAY	" 18
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	THURSDAY	" 19
Motions and General Paper . . . . .	Motions and Non-Witness List . . . . .	Motions & Non-Witness List . . . . .	FRIDAY	" 20
Short Causes, Petitions, and General Paper . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	SATURDAY	" 21
Sitting in Chambers . . . . .	The Business to be taken during this week will be announced later.	Sitting in Chambers . . . . .	MONDAY	" 23
Motions and General Paper . . . . .	Ditto . . . . .	Non-Witness List . . . . .	TUESDAY	" 24
General Paper . . . . .	Ditto . . . . .	Motions & Non-Witness List . . . . .	WEDNESDAY	" 25
No Sittings . . . . .	Ditto . . . . .	No sitting . . . . .	THURSDAY	" 26
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	FRIDAY	" 27
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	SATURDAY	" 28
Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	MONDAY	" 30
Short Causes, Petitions, and General Paper . . . . .	Companies' Acts and Non-Witness List . . . . .	Non-Witness List . . . . .	TUESDAY, July	1
General Paper . . . . .	Non-Witness List . . . . .	Ditto . . . . .	WEDNESDAY	" 2
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	THURSDAY	" 3
Motions and General Paper . . . . .	Motions and Non-Witness List . . . . .	Motions & Non-Witness List . . . . .	FRIDAY	" 4
Manchester and Liverpool Business . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	Short Causes, Petitions, Procedure Summons, and Non-Witness List . . . . .	SATURDAY	" 5
Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	Sitting in Chambers . . . . .	MONDAY	" 7
Short Causes, Petitions, and General Paper . . . . .	Companies' Acts and Non-Witness List . . . . .	Non-Witness List . . . . .	TUESDAY	" 8
General Paper . . . . .	Non-Witness List . . . . .	Non-Witness List . . . . .	WEDNESDAY	" 9
Ditto . . . . .	Ditto . . . . .	Ditto . . . . .	THURSDAY	" 1



SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1902—continued.

		COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
		APPEAL COURT.	APPEAL COURT.	CHANCERY COURT I.	CHANCERY COURT II.
		(IN APPEAL COURT No. I.)	(IN APPEAL COURT No. II.)	Before Mr. Justice KEKEWICH.	Before Mr. Justice BYRNE.
		[See page 151.]	[See page 154.]	[See page 154.]	[See page 154.]
FRIDAY,	July 11	.	.	.	.
SATURDAY	" 12	.	.	.	.
MONDAY	" 14	.	.	.	.
TUESDAY	" 15	.	.	.	.
WEDNESDAY	" 16	.	.	.	.
THURSDAY	" 17	.	.	.	.
FRIDAY	" 18	.	.	.	.
SATURDAY	" 19	.	.	.	.
MONDAY	" 21	.	.	.	.
TUESDAY	" 22	.	.	.	.
WEDNESDAY	" 23	.	.	.	.
THURSDAY	" 24	.	.	.	.
FRIDAY	" 25	.	.	.	.
SATURDAY	" 26	.	.	.	.
MONDAY	" 28	.	.	.	.
TUESDAY	" 29	.	.	.	.
WEDNESDAY	" 30	.	.	.	.
THURSDAY	" 31	.	.	.	.
FRIDAY,	Aug. 1	.	.	.	.
SATURDAY	" 2	.	.	.	.
MONDAY	" 4	.	.	.	.
TUESDAY	" 5	.	.	.	.
WEDNESDAY	" 6	.	.	.	.
THURSDAY	" 7	.	.	.	.
FRIDAY	" 8	.	.	.	.
SATURDAY	" 9	.	.	.	.
MONDAY	" 11	.	.	.	.
TUESDAY	" 12	.	.	.	.

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1902.

CHANCERY DIVISION.

**LOED CHANCELLOR'S COURT.**

**CHANCERY COURT IV.**

**CHANCERY COURT III.**

Before  
Mr. Justice FARWELL.

Before  
Mr. Justice BUCKLEY.

Before  
Mr. Justice JOYCE.

- Motions and General Paper . . . . .
- Short Causes, Petitions, and General Paper.
- Sitting in Chambers . . . . .
- General Paper . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and General Paper . . . . .
- Liverpool and Manchester Business
- Sitting in Chambers . . . . .
- Short Causes, Petitions, and General Paper.
- General Paper . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and General Paper . . . . .
- Short Causes, Petitions, and General Paper.
- Sitting in Chambers . . . . .
- General Paper . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and General Paper . . . . .
- Manchester and Liverpool Business
- Sitting in Chambers . . . . .
- Short Causes, Petitions, and General Paper.
- General Paper . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and General Paper . . . . .
- Short Causes, Petitions, and General Paper.
- Sitting in Chambers . . . . .
- Ditto . . . . .

- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Companies' Acts and Non-Witness List.
- Non-Witness List . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Companies' Acts and Non-Witness List.
- Non-Witness List . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Companies' Acts and Non-Wit. List.
- Non-Witness List . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Companies' Acts and Non-Witness List.
- Motions and Non-Witness List . . . . .
- Non-Witness List . . . . .
- Motions by order and Non-Witness List.
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Ditto . . . . .

- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Non-Witness List . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Non-Witness List . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Non-Witness List . . . . .
- Ditto . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Motions continued and Non-Witness List.
- Ditto . . . . .
- Ditto . . . . .
- Motions and Non-Witness List . . . . .
- Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
- Sitting in Chambers . . . . .
- Ditto . . . . .

FRIDAY	July 11
SATURDAY	" 12
MONDAY	" 14
TUESDAY	" 15
WEDNESDAY	" 16
THURSDAY	" 17
FRIDAY	" 18
SATURDAY	" 19
MONDAY	" 21
TUESDAY	" 22
WEDNESDAY	" 23
THURSDAY	" 24
FRIDAY	" 25
SATURDAY	" 26
MONDAY	" 28
TUESDAY	" 29
WEDNESDAY	" 30
THURSDAY	" 31
FRIDAY	Aug. 1
SATURDAY	" 2
MONDAY	" 4
TUESDAY	" 5
WEDNESDAY	" 6
THURSDAY	" 7
FRIDAY	" 8
SATURDAY	" 9
MONDAY	" 11
TUESDAY	" 12

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.

N.B.—The following Papers on Fur. Con. are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. The necessary Papers, including Two Copies of minutes of the proposed Judgment or Order, must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper. In default the Cause will not be put in the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate. These must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary Papers, including two Copies of the Minutes of the proposed Judgment or Order, must be left with the Judge's Clerk one clear day before the Cause is to be put into the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

[Continued from page 153.]

- 99 Bond & ora. Barrow Hematite Steel Co. ld. appl. of Pliffs. from order of Mr. Justice Farwell, dated Jan. 18, 1902 (produce order) April 30
- 100 In re R. W. Brook, dec. Brook appl. of The Produce Brokers Co. ld. from order of Mr. Justice Joyce, dated Feb. 22, 1902 May 1
- 101 Broome Speak & ora. appl. of Deft. Shephard from order of Mr. Justice Buckley, dated April 30, 1902 (produce order) May 1
- 102 Carfrae Blount appl. of Pliff. from order of Mr. Justice Kekewich, dated April 8, 1902 May 2
- 103 In re The Estate of G. N. Greenwood, dec. Woodhead appl. of Pliff. from order of Mr. Justice Joyce, dated April 19, 1902 (produce order) May 2
- 104 Broome Speak appl. of Deft. from order of Mr. Justice Buckley, dated April 30, 1902 (produce order) May 3
- 105 King Santley appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 20, 1902 (produce order) May 3
- 106 Broome Speak & ora. appl. of Deft. Clayton from order of Mr. Justice Buckley, dated April 30, 1902 (produce order) May 6
- 107 In re A. Evans Lloyd, dec. Meek (Manchester D.R.) appl. of Deft. from order of Mr. Justice Swinfen Eady, dated March 15, 1902 May 6
- 108 Defries Belfield appl. of Deft. from order of Mr. Justice Buckley, dated Feb. 7, 1902 May 8
- 109 Avery Lewis appl. of Deft. from order of Mr. Justice Joyce, dated March 4, 1902 (produce order) May 8
- 110 Zumbeck Begg appl. of Deft. from order of Mr. Justice Kekewich, dated March 19, 1902 May 10
- 111 Grove Pottal appl. of Deft. from order of Mr. Justice Joyce, dated March 15, 1902 May 14
- 112 In re Richard Roberts, dec. Roberts Parry appl. of Pliff. from order of Mr. Justice Byrne, dated March 15, 1902 May 15
- 113 In re Glyn's Trusts Glyn Grenfell & ora. appl. of Pliff. from order of Mr. Justice Joyce, dated May 14, 1902 May 16

*From the Chancery, Probate, and Divorce Divisions.*

INTERLOCUTORY LIST.

- 1801.
- 1 J. Ambler & Sons ld. v. Mayor, &c. of Bedford appl. of Defts. from order of Mr Justice Joyce, dated Aug. 3, 1901 (to come on with No. 15, Final List —by order) August 15
- 1802.
- 2 In the Matter of the Bishop's Castle By. Co. and In the Ry. Co.'s Act, 1867 appl. of Appellant W. F. Beddoes from an order of Mr. Justice Kekewich, dated Feb. 1, 1902 (produce order) February 13
- 3 Brooks & Co. Lycett appl. of Deft. from order of Mr. Justice Joyce, dated March 15, 1902 April 2
- 4 Walter Ashton appl. of Deft. from order of Mr. Justice Byrne, dated March 20, 1902 (produce order) April 2
- 5 Whitehouse Lorge & Harper appl. of Defs. from order of Mr. Justice Kekewich, dated April 21, 1902 April 30
- 6 Hedley, junr. Reitmeyer and Helley, junr. appl. of Pliff. from order of Mr. Justice Farwell, dated April 10, 1902 (produce order) May 12

- 7 B.rwood Chincock appl. of Deft. from order of Mr. Justice Buckley, dated May 10, 1902 (produce order) May 12
- 8 In re Mc Murdo, dec. Penfield Mc Murdo appl. of S. A. Wilton from order of Mr. Justice Swinfen Eady, dated April 29, 1902 May 13
- 9 Badische Anilfa & Soda Fabrik v. W. G. Thompson and Co. ld. & ora. appl. of Defts. from order of Mr. Justice Buckley, dated May 9, 1902 (produce order) May 14
- 10 Ripley John Arthur, &c. Co. appl. of Pliff. from order of Mr. Justice Farwell, dated May 2, 1902 (produce order) May 15
- 11 In the Matter of the Companies' Acts, 1862 to 1890 and In the Matter of The London & Northern Bank ld. appl. of Recept. from order of Mr. Justice Buckley, dated April 23, 1902. May 16

*From the Probate and Divorce Division.*

GENERAL LIST.

- 1801.
- 1 Divorce M. F. Abdy W. N. Abdy appl. of Petr. from order of The President, dated Jan. 14, 1901 March 23
- 2 Probate In re Edmondson Edmondson appl. of Pliff. from order of Mr. Justice Barnes, dated March 28, 1901 June 15
- (NEW TRIALS.) 1802.
- 1 Probate In re Cartwright, dec. Cartwright & ora. v. Cartwright & anr. appl. of Appnts. C. Cartwright & ora. for judgt. or new trial, dated March 19, 1902, at trial before Mr. Justice Bigham and jury, Birmingham April 2
- 2 Divorce H. Pinson J. M. Pinson & F. Baumann appin. of H. Pinson for judgt. or new trial, dated April 25, 1902, at trial before Mr. Justice Barnes and special jury, Middlesex May 16

*From the County Palatine Court of Lancaster.*

GENERAL LIST.

- 1801.
- 1 In re Webster & Jones & Y. & P. Act, 1874, &c. appl. of James Webster & anr. from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Nov. 18, 1901, and cross-notice of appl. of Recept., dated Dec. 3, 1901 November 30

*From the King's Bench Division.*

(In Bankruptcy.)

- 1 In re A Debtor (expte. The Debtor), No. 1191 of 1901 fr. m. a receiving order made by Mr. Registrar Linklater, dated 28th November, 1901
- 2 In re A Debtor (expte. The Debtor), No. 1,490 of 1899 from an order made by Mr. Registrar Brougham, dated the 28th February, 1902, dismissing an application to approve a Composition
- 3 In re A Debtor (expte. The Debtor), No. 182 of 1902 from a receiving order made by Mr. Registrar Giffard, dated 15th April, 1902
- 4 In re A Debtor (expte. The Debtor), No. 257 of 1902 from a receiving order made by Mr. Registrar Ludkater, dated 21th April, 1902

- 5 In re A Debtor (expte. The Debtor), No. 345 of 1902 from a receiving order made by Mr. Registrar Linklater, dated 24th April, 1902
- 6 In re Cottam, J. C. (expte. The Trustee), No. 1,008 of 1834 from an order made by Mr. Justice Wright, dated 14th April, 1902
- 7 In re A Judgment Debtor (expte. The Judgment Creditor), No. 407 of 1901 (Bankruptcy Notice) from an order made by Mr. Registrar Brougham, dated 22nd April, 1902 setting aside, with costs, a Bankruptcy Notice
- 8 In re Ball, C. E. (expte. J. B. Akeroyd) No. 383 of 1900 from an order made by Mr. Justice Wright, dated May 1, 1902
- 9 In re A Judgment Debtor (expte. The Debtor) No. 831 of 1902 (Bankruptcy Notice) from an order of Mr. Registrar Brougham, dated 8th May, 1902, dismissing with costs the Debtor's appln. to set aside a Bankruptcy Notice
- 10 In re A Debtor (expte. The Debtor) No. 382 of 1902 from a receiving order made by Mr. Registrar Linklater on the 15th May, 1902

JUDGMENT RESERVED.

APPEAL

*From the King's Bench Division.*

FINAL LIST.

- The Turnchapel Wharves & Warehouses ld. & Pitts, Son & King ld. appl. of Defts. from judgt. of Mr. Justice Grantham, dated June 18, 1901, with a special jury, Middlesex (Heard before Vaughan Williams, Romer, and Mathew L.J.—c.a.v.) May 18

*From the King's Bench Division.*

FOR HEARING.

FINAL LIST.

- 1800.
- 1 Cathcart Jacobs appl. of Pliff. from judgt. of Mr. Justice Day, dated Dec. 17, 1900, without jury, Middlesex (as until after Petition in Lacey disp. sed. of by order) December 25
- 1801.
- 2 The London County Council v. The Urban District Council of Acton appl. of Deft. from judgt. of Mr. Justice Ridley, dated Dec. 14, 1900, without a jury, Middlesex (produce order) March 21
- 3 Gros & ora. Barnett appl. of Deft. from judgt. of Mr. Justice Grantham, dated May 22, 1901 May 22
- 4 Rev. G. N. Herbert, Applic. v. J. A. M. Quiss (Surveyor of Taxes), Rept. (Revenue Side) appl. of Rept. from judgt. of Justices Kennedy and Phillimore, dated May 3, 1901 part heard (s.o. for additional facts) May 21
- 5 Patrick Igoe (Appellants) v. Thomas Thornhill Shann and ora. Jj. of the Peace for the County and City of Manchester (Recept.) Crown Side appl. of Recept. from judgt. of The Lord Chief Justice & Mr. Justice Lawrence, dated May 7, 1901 May 21
- 6 John Marshall The Royal Exchange Assoc. Corp. appl. of Pliff. from judgt. of Justices Ridley and Phillimore, dated May 22, 1901, with special jury, Middlesex June 25
- 7 New River Co. v. Assessment Committee of Hertford Union & ora. (Crown Side) appl. of Recept. from judgt. of Justices Ridley & Bigham, dated June 11, 1901 June 25

- 3 The Associated Portland Cement Manufacturers (1900) Ltd. & ors. v. Tolhurst appl. of Pliffs. from judgt. of Mr. Justice Mathew, dated June 12, 1901, without a jury, Middlesex (Commercial List) June 28
- 9 Tolhurst The Associated Portland Cement Manufacturers (1900) Ltd. & ors. appl. of Defts. from judgt. of Mr. Justice Mathew, dated June 12, 1901, without a jury, Middlesex June 28
- 10 B. H. Abrahams v. Bullock appl. of Pliffs. from judgt. of Mr. Justice Ridley, dated June 6th, 1901, without a jury, Middlesex June 26
- 11 Gunn Showell's Brewery Co. Ltd. & ors. appl. of Defs. Showell's Brewery Co. Ltd. from judgt. of Mr. Justice Channell, dated June 7, 1901, without a jury, Middlesex June 26
- 12 Wertheim Thomas Owen & Co. Ltd. appl. of Pliff. from judgt. of Mr. Justice Bigham, dated May 7, 1901, and cross-notice of appeal by Defts. (from part of same order) without a jury, Middlesex July 1
- 13 The Corporation of the Royal Exchange Assurance v. Sjögrenskrigs Aktie Bolaget Vega appl. of Pliffs. from judgt. of Mr. Justice Bigham, dated June 15, 1901, without a jury, Middlesex July 4
- 14 Favett Merry appl. of Pliff. from judgt. of Mr. Justice Ridley, dated June 25, 1901, without a jury, Middlesex July 5
- 15 Michel Day appl. of Pliff. from judgt. of Mr. Justice Ridley, dated June 26, 1901, without a jury, Middlesex July 5
- 16 Taylor Tombs and Same v. Same appl. of Pliffs. from judgt. of Mr. Justice Darling, dated July 4, 1901, with common jury, Middlesex (two actions consolidated, by order) July 8
- 17 Hadley Ripplin & ors. appl. of Pliff. from judgt. of Mr. Justice Darling, dated July 3, 1901, with common jury, Middlesex (security ordered) July 12
- 18 Vickers, Sons & Maxim Ltd. v. Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Defts. from judgt. of Mr. Justice Wright, Sir F. Peel and Viscount Cobham, dated July 10, 1901, July 13
- 19 Mercer The Liverpool, St. Helens & South Lancashire Ry. Co. appl. of Defts. from judgt. of The Lord Chief Justice, dated June 24, 1901, without a jury, Middlesex July 17
- 20 Tredgar Iron & Coal Co. Ltd. v. Hawthorn Bros. & Co. appl. of Pliffs. from order of Mr. Justice Phillimore, dated June 26, 1901, without a jury, Middlesex July 18
- 21 Rosenthal Bros. (Appellants) v. Redfern & Son (Respondents) (Crown Side) appl. of Defts. from judgt. of Justices Channell & Bucknill, dated June 28, 1901 (security ordered) July 20
- 22 Steel, Young & Co. v. Grand Canary Coal Co. appl. of Defs. from judgt. of Mr. Justice Phillimore, dated July 15, 1901 July 29
- 23 Charles Cammell & Co. v. The Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Midland Ry. Co. from judgt. of Mr. Justice Wright, Sir F. Peel & Viscount Cobham, dated July 10, 1901 July 31
- 24 John Brown & Co. Ltd. v. The Midland Ry. Co. & ors. (Railway & Canal Commission) appl. of Midland Ry. Co. from judgt. of Mr. Justice Wright, Right Hon. Sir F. Peel & Viscount Cobham, dated July 10, 1901 July 31
- 25 Mitchell Richard Evans & Co. Ltd. appl. of Defs. from judgt. of Mr. Justice Bucknill, dated July 26, 1901, without a jury August 2
- 26 Mediterranean & New York Steam Ship Co. v. Mackay appl. of Pliffs. from judgt. of Mr. Justice Bucknill, dated July 6, 1901, with special jury, Manchester August 3
- 27 George Nelson & Sons v. James & Alexander Brown appl. of Pliffs. from judgt. of Mr. Justice Mathew, dated July 30, 1901, without a jury August 5
- 28 Preston (trading as John Preston) v. Furness, Witby and Co. appl. of Defts. from judgt. of Mr. Justice Mathew and cross-notice of appeal by Pliff. from same order, dated July 31, 1901, without a jury August 7
- 29 Nigel Gold, & Co. v. Hearde appl. of Defs. from judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 7
- 30 The Kingswell Steamship Co. Ltd. v. F. W. Marten appl. of Pliffs. from judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 7
- 31 Neustadt Lambert appl. of Defs. from judgt. of Mr. Justice Mathew, dated July 26, 1901, without a jury, Middlesex August 8
- 32 Handby Wolverhampton Race Course and Dunstall Park Club Co. Ltd. appl. of Pliff. from judgt. of Mr. Justice Darling, dated July 24, 1901, without a jury, Stafford August 8
- 33 Robinson Gold Mining Co. Ltd. & ors. v. Alliance Marine and General Assce. Co. Ltd. appl. of Pliffs. from judgt. of Mr. Justice Phillimore, dated July 15, 1901, without a jury, Middlesex August 9
- 34 C. H. A. Dougherty v. E. Richards & Co. appl. of Defs. from judgt. of Mr. Justice Darling, dated July 31, 1901, common jury, Middx. August 9
- 35 Ben Graham & ors. (trading, &c.) v. The Commissioners of His Majesty's Works & Public Buildings appl. of Defts. from judgt. of The Lord Chief Justice, dated Aug. 6, 1901, and special jury, Leeds August 15
- 36 Pearce Greening appl. of Defs. from judgt. of Mr. Justice Willa, dated Aug. 6, 1901, without jury, Exeter August 20
- 37 Carter Leyson appl. of Defs. from judgt. of Mr. Justice Phillimore, dated Aug. 9, 1901, without jury, Birmingham August 22
- 38 Curtis & Co. Head appl. of Defs. from judgt. of Mr. Justice Mathew, dated July 29, 1901, without jury, Middlesex August 23
- 39 The Steamship Carisbrook Co. Ltd. v. London & Provincial Marine & General Insee. Co. Ltd. appl. of Pliff. from judgt. of Mr. Justice Mathew, dated Aug. 7, 1901, without jury, Middlesex August 31
- 40 Dunn & ors. Donald Currie & Co. & Bucknall Bros. appl. of Defs. Bucknall Bros. from judgt. of Mr. Justice Mathew, dated Aug. 2, 1901, Middlesex August 10
- 41 Sir William Dunn & ors. v. Donald Currie & Co. & ors. appl. of Defs. Donald Currie & Co. from judgt. of Mr. Justice Mathew, dated Aug. 2, 1901, without jury, Middlesex September 7
- 42 Mollineux The London, Birmingham & Manchester Insee. Co. Ltd. appl. of Pliff. from judgt. of Mr. Justice Phillimore, dated Aug. 6, 1901, without jury, Birmingham September 12
- 43 The Long Eaton Recreation Grounds Co. Ltd. v. The Midland Ry. Co. appl. of Defs. from judgt. of Mr. Justice Lawrence, dated Aug. 12, 1901 (non-jury), Derby September 16
- 44 Ratcliff & Dealtry v. A. B. Mendelssohn appl. of Defs. from judgt. of Mr. Justice Mathew, dated Aug. 7, 1901 (non-jury), Middlesex September 16
- 45 Honikman Stopford & ors. appl. of Pliff. from judgt. of Mr. Justice Darling, dated Aug. 9, 1901, non-jury, Middlesex October 9
- 46 H. F. Van Lann & Co. v. Barling Bros. Ltd. appl. of Pliffs. from judgt. of Mr. Justice Bigham, dated July 3, 1901, non-jury, Middlesex October 9
- 47 Scott & Horton Godfrey appl. of Defs. from judgt. of Mr. Justice Bigham (Commercial List) dated June 27, 1901, special jury, Middlesex October 23
- 48 Bridgwater & Smith v. Godfrey appl. of Defs. from judgt. of Mr. Justice Mathew (Commercial List), dated August 2, 1901, October 23
- 49 Wallis Chlorine Syndicate Ltd. v. American Alkali Co. Ltd. appl. of Defts. from judgt. of Mr. Justice Grantham, dated July 6, 1901, with special jury, Middlesex October 23
- 50 The Mayor, &c. of Truro v. Rowe appl. of Pliffs. from judgt. of Mr. Justice Willa, dated Aug. 10, 1901, October 23
- 51 Same Kemp appl. of Pliffs. from judgt. of Mr. Justice Willa, dated August 5, 1901, October 23
- 52 Vogemann Zanzibar Steamship Co. Ltd. appl. of Pliff. from judgt. of Mr. Justice Phillimore, dated July 15, 1901, without jury, Middlesex October 24
- 53 Renton & Co. Midland Ry. Co. & ors. (Railway and Canal Commission) appl. of Midland Ry. Co. from judgt. of Mr. Justice Wright, Sir F. Peel, and Viscount Cobham, dated July 10, 1901, October 29
- 54 Lloyds Bank Ltd. Gerard Moseley appl. of Defs. from judgt. of Mr. Justice Willa, dated August 6, 1901, without a jury, Bristol October 31
- 55 Hoare & Co. Ltd. Met. Borough of Lewisham appl. of Defts. from judgt. of Mr. Justice Lawrence, dated August 12, 1901, without a jury, Middx. November 1
- 56 Titchfield Bank Ltd. v. Irvin & ors. appl. of Pliffs. from judgt. of Mr. Justice Darling, dated Nov. 2, 1901, without a jury, Middlesex November 6
- 57 Wyler The Ibo Investment Trust Ltd. appl. of Pliff. from judgt. of Mr. Justice Walton, dated Oct. 31, 1901, without a jury, Middx. November 11
- 58 Mayor of Westminster, Applt. v. Eigrôme, Respnt. (Crown Side) appl. of Respnt. from order of The Lord Chief Justice and Mr. Justice Ridley, dated Oct. 25, 1901, November 12
- 59 Ward Bros. James Hill & Sons appl. of Defts. from judgt. of Mr. Justice Willa, dated Aug. 6, 1901, without a jury, Middlesex November 14
- 60 The Electrolytic Plating Apparatus Co. Ltd. v. Henry Holland Co. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Nov. 6, 1901, without a jury, Middlesex November 19
- 61 Same John Birch & Sons Ltd. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Nov. 6, 1901, without a jury, Middlesex November 19
- 62 George Coates appl. of Defs. from judgt. of Mr. Justice Ridley, dated Nov. 7, 1901, without a jury, Middlesex November 21
- 63 Temple, Thomson & Clark v. Runnalls appl. of Pliffs. from judgt. of Mr. Justice Bigham (Commercial Cause), dated Nov. 5, 1901, without a jury, Middlesex November 23
- 64 Trustee of G. Mellor, a bankrupt v. Maas appl. of Defs. from judgt. of Mr. Justice Wright, dated Nov. 8, 1901, without a jury, Middlesex November 23
- 65 Sykes Curtis & ors. appl. of G. Murray, (3rd party) from judgt. of Mr. Justice Ridley, dated Nov. 19, 1901, without a jury, Middlesex November 26
- 66 Spooner & anr. Day appl. of Defs. from judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 28
- 67 Holt Wren appl. of E. Holt, Pliff., from judgt. of Mr. Justice Willa, dated 1901, District Registry, Blackburn November 27

- 66 Simon Hillarn (trading, &c.) appl. of Deft. from judgt. of Mr. Justice Channell, dated Nov. 16, 1901, without a jury, Middlesex  
November 30
- 69 Cooke Payne appl. of Deft. from judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex  
November 30
- 70 Mills & Sparrow v. The Atlantic Transport Co. ld. appl. of Defts. from judgt. of Mr. Justice Walton, dated Nov. 18, 1901, without a jury, Middlesex  
November 30
- 71 Zimblet & anr. Abrahams appl. of Plffs. from judgt. of Mr. Justice Darling, dated Nov. 23, 1901, without a jury, Middlesex  
December 4
- 72 Lewis Berkley & anr. appl. of Plff. from judgt. of Mr. Justice Darling, dated Nov. 16, 1901, without a jury, Middlesex  
December 5
- 73 Besset Mandelay appl. of Deft. from judgt. of Mr. Justice Bucknill, dated Nov. 26, 1901, without a jury, Middlesex  
December 6
- 74 Phillip Bennett & Co. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Nov. 29, 1901, without a jury, Middlesex  
December 6
- 75 Wilcock Greig appl. of Plff. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex  
December 6
- 76 In re an Arbitration between Lord Mostyn and F. H. Fitzsimmons appl. of Lord Mostyn from order of Mr. Justice Wright (special case), dated Nov. 27, 1901  
December 11
- 77 The Mutual Loan Fund Assoc. ld. v. Friend appl. of Plffs. from judgt. of Mr. Justice Darling, dated Nov. 30, 1901, without a jury, Middlesex  
December 12
- 78 Harris & Co. v. Davis & Co. ld. & anr. appl. of Plffs. from judgt. of Mr. Justice Wright, dated Dec. 6, 1901, without a jury, Middlesex  
December 18
- 79 Wyatt The London County Council appl. of Defts. from judgt. of Mr. Justice Wright, dated Dec. 9, 1901, without a jury, Middlesex  
December 16
- 80 Hanfstaengl The British Telescope & Biograph Co. ld. appl. of Plff. from judgt. of Mr. Justice Phillimore, dated Dec. 4, 1901, with a common jury, Middlesex  
December 19
- 81 Green Lydall & anr. appl. of Plff. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex (security ordered)  
December 20
- 82 Hay Veale appl. of Deft. from judgt. of Mr. Justice Lawrence, dated Dec. 18, 1901, non-jury, Middlesex  
December 23
- 83 Hawnt Prust appl. of Deft. from judgt. of Mr. Justice Walton, dated Dec. 10, 1901, common jury, Middlesex  
December 30
- 84 Surtees Woodhouse appl. of Deft. from judgt. of Mr. Justice Walton, dated Dec. 21, 1901, non-jury, Middlesex  
December 31
- 1902.**
- 85 The Ecclesiastical Commissioners of England v. The North Eastern Ry. Co. appl. of Deft. from judgt. of Mr. Justice Wright, dated Dec. 16, 1901, non-jury, Middlesex  
January 3
- 86 Phillips & ora. Williams appl. of Deft. from judgt. of Mr. Justice Walton, dated Dec. 21, 1901, non-jury, Middlesex  
January 3
- 87 Granville & Co. Firth appl. of Defts. from judgt. of Mr. Justice Ridley, dated Dec. 12, 1901, common jury, Leeds  
January 3
- 88 Moul Coronet Theatre ld. appl. of Plff. from judgt. of Mr. Justice Wright, dated Dec. 10, 1901, non-jury, Middlesex  
January 3
- 89 Randt Gold Mining Co. ld. v. The New Balkis Kretling ld. appl. of Defts. from judgt. of Mr. Justice Bucknill, dated Dec. 20, 1901, non-jury, Middlesex  
January 8
- 90 Kennedy Davis appl. of Deft. from judgt. of Mr. Justice Grantham, dated Dec. 18, 1901, non-jury, Leeds  
January 8
- 91 Collins Saxby appl. of Deft. from judgt. of Mr. Justice Bruce, dated Dec. 20, 1901, non-jury, Middlesex  
January 11
- 92 Fryer The Church Agency ld. & anr. appl. of Defts. from judgt. of Mr. Justice Walton, dated Nov. 13, 1901, common jury, Middlesex  
January 14
- 93 Marie Orr Blake appl. of Deft. from judgt. of The Lord Chief Justice and Justices Darling and Channell, dated Dec. 19, 1901  
January 16
- 94 In re An Arbitration between Todd, Birston & Co. and The North Eastern Ry. Co. appl. of Todd, Birston & Co. from judgt. of Mr. Justice Wright (Special Case), dated Dec. 2, 1901  
January 17
- 95 Countess Esnarts v. Whinney appl. of Plff. from judgt. of Mr. Justice Wright, dated Jan. 18, 1902, non-jury, Middlesex  
January 25
- 96 The Attorney-Gen. (Informant) v. The Hon. Henry John Baron Montagu (Revenue Side) appl. of Deft. from order of Mr. Justice Phillimore, dated Jan. 15, 1902  
January 27
- 97 Wakefield Corpn. v. Cooke & ora. appl. of Defts. from judgt. of The Lord Chief Justice, and Justices Darling & Channell, dated Dec. 16, 1901  
January 28
- 98 The Mayor & ora. of the Borough of Southampton v. Lord appl. of Deft. from judgt. of Mr. Justice Wright, dated Jan. 16, 1902, non-jury, Middx.  
January 30
- 99 The British Oil Cake Mills ld. (Appellants) v. The Commrs. of Inland Revenue (Respts.) (Revenue Side) appl. of Appnts. from order of Mr. Justice Phillimore, dated Jan. 29, 1902  
January 31
- 100 Cheverton Brown v. Brooke appl. of Deft. from judgt. of Mr. Justice Ridley, dated Dec. 17, 1901, non-jury, Middlesex  
February 1
- 101 In re an Arbitration between Haquonn & Co. and L. Guent ld. appl. of Defts. from judgt. of Mr. Justice Wright, dated Jan. 29, 1902  
February 4
- 102 F. Harrison & Co. v. John Peterson & ora. and Foeter and McGowan v. John Peterson & ora. (consolidated) appl. of Defts. from judgt. of Mr. Justice Bigham, dated Jan. 23, 1902  
February 5
- 103 Mexican Rosario Mining Co. ld. v. Kennedy appl. of Deft. from judgt. of Mr. Justice Phillimore, dated Feb. 6, 1902, non-jury, Middlesex  
February 8
- 104 Simpson Telgumouth & Shaldon Bridge appl. of Deft. Co. from judgt. of Mr. Justice Wright, dated Nov. 25, 1901, non-jury, Middlesex  
February 8
- 105 The Colour Printing Syndicate ld. v. The Northern Press & Engineering Co. ld. appl. of Plffs. from judgt. of Mr. Justice Wright, dated Jan. 30, 1902, non-jury, Middlesex  
February 11
- 106 (Kempthorne & anr. v. Hankey & anr. Same (consolidated) appl. of Defts. from judgt. of Mr. Justice Bigham, dated Jan. 28, 1902, non-jury, Middlesex  
February 11
- 107 The General Insee. Co. ld. of Trieste v. The Neptune Steamship Insee. Assoc. appl. of Plffs. from judgt. of Mr. Justice Walton, dated Dec. 17, 1901, non-jury, Middlesex  
February 15
- 108 Ursula Bright Steamship Co. ld. v. R. P. Houston and Co. & anr. appl. of Plff. from judgt. of Mr. Justice Ridley, dated Jan. 13, 1902, non-jury, Lancaster (Judgment given in London)  
February 17
- 109 Zerego & Co. & ora. v. Ursula Bright Steamship Co. ld. appl. of Defts. from judgt. of Mr. Justice Ridley, dated Jan 13, 1902, non-jury, Lancaster (Judgment given in London)  
February 17
- 110 Tagart, Beaton & Co. v. James Fisher & Sons & The West Hartlepool Steam Navigation Co. ld. (3rd party) appl. of Plffs. from judgt. of Mr. Justice Bigham, dated Feb. 14, 1902, non-jury, Middlesex  
February 19
- 111 Capper, Alexander & Co. v. McLeod & anr. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Feb. 3, 1902, non-jury, Middlesex  
February 19
- 112 Eakon Lewis appl. of Plff. from judgt. of Mr. Justice Wright, dated Jan. 24, 1902, non-jury, Middlesex  
February 21
- 113 Heath, Ada Mand (a married woman) v. Wheeler, Percy York appl. of Plff. from judgt. of Mr. Justice Walton, dated Feb. 19, 1902 (jury discharged)  
February 25
- 114 The West Hartlepool Steam Navigation Co. ld. v. Tagart, Beaton & Co. appl. of Plffs. from judgt. of Mr. Justice Walton, dated Feb. 24, 1902, non-jury, Middlesex  
February 29
- 115 McDowall The Great Western Ry. Co. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated Feb. 19, 1902, special jury, Haverrfordwest (the con. in London)  
March 1
- 116 The Attorney-Gen. v. The Rev. Arthur Newson Johann (Revenue Side) appl. of Informant from judgt. of Mr. Justice Phillimore, dated Jan. 15, 1902  
March 5
- 117 John Kirkwood v. Carroll & Cutler appl. of Defts. from judgt. of Mr. Justice Wright, dated Nov. 25, 1901  
March 5
- 118 Bowater & Sons v. Mirror of Life Co. ld. and The Topical Times Co. ld. (3rd party) appl. of 3rd party from judgt. of Mr. Justice Kennedy, dated March 4, 1902, non-jury, Middlesex  
March 11
- 119 Fowler ld. Steiger & ora. appl. of Defts. from judgt. of Mr. Justice Jell, dated Feb. 26, 1902  
March 12
- 120 Hammond The Midland Ry. Co. appl. of Defts. from judgt. of Mr. Justice Bigham, dated March 3, 1902, and special jury, Nottingham  
March 13
- 121 Arthur Anderson v. Thomas Rayner appl. of Deft. from judgt. of Mr. Justice Wills, dated Feb. 26, 1902, non-jury, Liverpool  
March 15
- 122 Underhill Lambert appl. of Deft. from judgt. of The Lord Chief Justice and Justices Darling and Channell, dated March 4, 1902  
March 18
- 123 Eoright Redmond appl. of Plff. from judgt. of Mr. Justice Darling, dated Jan. 18, 1902, non-jury, Middlesex  
March 19
- 124 The New Zealand Mines Trusts ld. v. Heath appl. of Defts. from judgt. of Mr. Justice Darling, dated March 21, 1902, non-jury, Middlesex  
March 21
- 125 David Mac Iver & Co. ld. v. The Tate Steamers ld. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated March 1, 1902, non-jury, Middlesex  
March 25
- 126 Rex The Urban District Council of Newbiggin (Crown Side) appl. of Prosecutors from judgt. of The Lord Chief Justice and Justices Darling and Channell, dated March 11, 1902  
March 25
- 127 Barnes Moore appl. of N. E. Barnes from judgt. of Mr. Justice Phillimore, dated March 19, 1902, non-jury, Middlesex  
April 1
- 128 The London & India Docks Co. v. The North London Ry. Co. appl. of Plffs. from judgt. of Mr. Justice Wright, dated March 22, 1902, non-jury, Middlesex  
April 6
- 129 The London & India Docks Co. and The Manchester, Home Railway & Canal Traffic & The Midland Ry. Co. & The Great Eastern Ry. Co. (Railway and Canal Commission) appl. of The London and India Docks Co. from order of Mr. Justice Wright, dated March 22, 1902, non-jury, Middlesex  
April 6

129 Golding F. Peel & Viscount Cobham, dated March 25, 1902 April 7  
Webber appl. of Deft. from judgt. of Mr. Justice Grantham, dated March 24, 1902, non-jury, Middlesex April 7

131 Bateman Cloughton appl. of Deft. from judgt. of Mr. Justice Ridley, dated March 20, 1902, non-jury, Leeds April 8

132 Cordey Cardiff Pure Ice, &c. Co. appl. of Defts. from judgt. of Mr. Justice Walton, dated March 25, 1902, special jury, Cardiff April 10

133 Baldwin Moren & Flowers appl. of Defts. from judgt. of Mr. Justice Bruce, dated March 25, 1902, non-jury, Middlesex April 10

134 Lund Sunderland Shipbuilding Co. ld. appl. of Defts. from judgt. of Mr. Justice Bruce, dated March 25, 1902, non-jury, Middlesex April 14

136 Charles Webster (1899) ld. v. Chapman appl. of Pltffs. from judgt. of Mr. Justice Wright, dated March 7, 1902, non-jury, Middlesex April 16

136 Young & anr. Balster & ora. appl. of Pltffs. from judgt. of Mr. Justice Wright, dated April 10, 1902, non-jury, Middlesex April 16

137 Down Trelover China Clay & China Stone Co. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated March 29, 1902, Cardiff April 19

138 Barrand Watkins appl. of Deft. from judgt. of Mr. Justice Lawrence, dated March 20, 1902, special jury, Leeds April 21

138 The Gas Light & Coke Co. ld. v. The Cannon Brewery Co. appl. of Pltffs. from judgt. of The Lord Chief Justice and Justices Darling & Channell, dated April 10, 1902 April 22

140 Angler Line (1887) ld. v. C. T. Bowring & Co. ld. (three actions consolidated) appl. of Defts. from judgt. of Mr. Justice Bigham, dated Feb. 3, 1902, non-jury, Middlesex April 23

141 Spillers & Bakers ld. v. Henry Leatham & Sons appl. of Defts. from judgt. of Mr. Justice Bigham, non-jury, Middlesex April 24

142 Securities Insee. Co. ld. v. Elliott appl. of Deft. from judgt. of Mr. Justice Wright, dated April 19, 1902, non-jury, Middlesex April 24

143 Wilcock & anr. v. The British Telescope, &c. Co. ld. and anr. (The British Telescope, &c. Co. ld., 3rd parties) appl. of Pltffs. from judgt. of Mr. Justice Darling, dated Jan. 26, 1902, common jury, Middlesex April 24

144 Investors & Contract Agency ld. v. Cartwright appl. of Pltffs. from judgt. of Mr. Justice Wright, dated April 15, 1902, non-jury, Middlesex April 25

145 Jakes, Coulson, Stokes & Co. v. Newton appl. of Defts. from judgt. of Mr. Justice Bigham, dated April 18, 1902, non-jury, Middlesex April 28

146 Alexander's Timber Co. ld. v. R. B. Dobell & Co. appl. of Pltffs. from judgt. of Mr. Justice Bigham, dated Jan. 28, 1902, non-jury, Middlesex April 28

147 Maskelyne & Cooks v. Smith (Deft.) and John Arthur Palmer and Smith Bros., clmts. (interpleader issue) appl. of Pltffs. from order of The Lord Chief Justice and Justices Darling & Channell, dated April 8, 1902 April 29

148 Hunter Titchfield Bank ld. appl. of Defts. from judgt. of Mr. Justice Lawrence, dated April 24, 1902, common jury, Middx. April 30

149 Bosson The Urban District Council of Atrincham appl. of Pltff. from judgt. of Mr. Justice Wills, dated March 6, 1902, non-jury, Manchester May 6

150 Frost & anr. Solomon & ora. appl. of Pltffs. from judgt. of Mr. Justice Bruce, dated May 5, 1902, special jury, Middlesex May 7

151 Palmer Birmingham Manufacturing Co. ld. appl. of Defts. from judgt. of Mr. Justice Jelf, dated April 25, 1902, common jury, Middlesex May 7

152 Pearse Fagan appl. of Deft. from judgt. of Mr. Justice Channell, dated April 24, 1902, non-jury, Middlesex May 9

153 (In re an Arbitration)  
(The Rural District Council of Godstone v. The Urban District Council of Caterham appl. of Caterham District Council from judgt. of Mr. Justice Wright, dated April 29, 1902 (special case) May 10

154 Smith Kynnersley & ora. appl. of Defts. from judgt. of Mr. Justice Wright, dated April 30, 1902 (special case) May 10

155 The London County Council (Applts.) v. The Mayor, Aldermen & Councillors of the Met. Borough of Wandsworth (Respta.) appl. of Applts. from judgt. of the Lord Chief Justice and Justices Darling & Channell, dated April 23, 1902 May 10

156 Hughes The Pump House Hotel Co. ld. appl. of Defts. from judgt. of Mr. Justice Wright, dated April 30, 1902, non-jury, Middlesex May 13

157 Davidson Hooydonk & Co. ld. appl. of Pltff. from judgt. of Mr. Justice Wright, dated April 17, 1902, non-jury, Middlesex May 16

158 Powell Ricks (Lewis & Price, 3rd parties) appl. of J. H. Price from judgt. of Mr. Justice Wright, dated May 8, 1902 May 16

*From the Probate, Divorce, and Admiralty Division.*

(Admiralty.)  
FOR HEARING.  
With Nautical Assessors.  
FINAL LIST. 1901.

1 (Ovingdean Grange—1901—Folios 337 & 338  
{ Owners of Foreste v. Owners of Ovingdean Grange (damage) appl. of Pltffs. from judgt. of the President, dated Feb. 15, 1901 May 1

2 { Mount Vernon—1899—Folio 533  
{ Owners of the Handel List v. George Shephard and ora. (damage) appl. of Defts. from judgt. of Mr. Justice Barnes, dated April 30, 1901 July 1

3 { Oceanic—1901—Folio 857  
{ The Waterford Steam Ship Co. ld. v. The Oceanic Steam Ship Co. ld. (damage) appl. of Defts. from judgt. of the President, dated Oct. 29, 1901 November 11

4 { Posen—1901—Folio 453  
{ Owners of Steamship Inchkeith v. Owners of Steamship Posen (damage) appl. of Defts. from judgt. of the President, dated Nov. 15, 1901 January 8

5 { Slam—1901—Folio 208  
{ Owners of Steamship Andrea Vagliano & ora. v. Owners of Steamship Slam appl. of Defts. from order of Mr. Justice Barnes, dated April 18, 1902 May 14

Without Nautical Assessors.  
FINAL LIST. 1901.

1 { Swindon—1901—Folio 52  
{ Millers & Carys v. The Cape Verde Islands ld. v. The Swindon Steamship Co. ld. (question of Law) appl. of Deft. from judgt. of the Divisional Court, dated June 14, 1901 July 24

2 { Dowlais—1901—Folio 408  
{ The Dowlais Steamship Co. ld. v. Budd & Co. appl. of Pltffs. from judgt. of the Divisional Court, dated Dec. 17, 1901 January 14

*From the King's Bench Division.*

NEW TRIAL PAPER. 1902.

1 Wightwick Pope and The Absolute Life Assce. Co. ld. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Feb. 17, 1902, at trial before The Lord Chief Justice and special jury, Middlesex March 4

2 Crawley De Nevers appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated March 17, 1902, at trial before Mr. Justice Grantham and common jury, London April 3

3 The Great Western Ry. Co. v. The Southill Rural District Council appln. of Pltffs. for judgt. or new trial on appl. from verdict & judgt., dated March 19, 1902, at trial before Mr. Justice Jelf & special jury, Birmingham April 7

4 Musgrave Beatley appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 18, 1902, at trial before Mr. Justice Lawrence and special jury, Leeds April 8

5 Haley Smith & ora. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 22, 1902, at trial before Mr. Justice Lawrence & special jury, Leeds April 10

6 Francis & ora. The Scottish Imperial Insce. Co. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated April 4, 1902, at trial before Mr. Justice Kennedy & special jury, Cardiff April 17

7 Blake Hitchcock, Williams & Co. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated April 9, 1902, at trial before Mr. Justice Ridley, & special jury, Middlesex April 18

8 Oates Thomas Tilling ld. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated April 16, 1902, at trial before Mr. Justice Ridley & special jury, Middlesex April 22

9 Attorney-Gen. The Gas Light & Coke Co. (Reserve Side) appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated April 16, 1902, at trial before Mr. Justice Ridley and special jury, Middlesex April 24

10 Gidumal S. J. Telly & Co. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated April 21, 1902, at trial before Mr. Justice Phillimore & common jury, Middlesex April 28

11 Bull The Mayor, &c. of Shoreditch appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Jan. 28, 1902, at trial before Mr. Justice Phillimore & common jury, Middlesex April 28

12 Ewens Watkins appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated April 14, 1902, at trial before Mr. Justice Phillimore & common jury, Middlesex April 28

13 Wickham Chester, Broome & Griffiths' appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 15, 1902, at trial before Mr. Justice Lawrence & special jury, Middlesex April 29

14 Stuart Freeman appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 14, 1902, at trial before Mr. Justice Ridley & special jury, Middlesex May 3

15 Ryland Jackson appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 30, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex May 7

16 Same Brodie appln. of Pltff. for judgt. or new trial on appl. from verdict &

- Judgt., dated April 30, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex (consolidated) May 7
- 17 Bennett The London & South Western Ry. Co. appln. of Deft. Co. for judgt. or new trial on appl. from verdict & judgt., dated April 30, 1902, at trial before Mr. Justice Grantham and special jury, Middlesex May 7
- 18 Eastey Wood appln. of Plff. for judgt. or new trial on appl. from verdict & judgt., dated May 1, 1902, at trial before Mr. Justice Grantham and special jury, Middlesex May 9
- 19 Lloyd Woolland Bros. appln. of Defts. for judgt. or new trial on appl. fr. m verdict & judgt, dated May 3, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex May 13
- 20 Sassoon Uzielli appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated April 22, 1902, at trial before Mr. Justice Bigham and special jury, Middlesex May 13
- 21 Morel Bros. & Co. ld. v. The Earl & Countess of Westmoreland appln. of the Earl for judgt. or new trial on appln. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Phillimore and common jury, Middlesex May 16
- 22 Goff Jones appln. of Deft. for judgt. or new trial on appln. from verdict & judgt., dated May 7, 1902, at trial before Mr. Justice Phillimore & common jury, Middlesex May 16
- 23 Collins Norman & anr. appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex May 16

### From the King's Bench Division.

#### INTERLOCUTORY LIST.

1902.

- 1 Owles Foster & Taylor (Assignees) appl. of Deft. from order of Mr. Justice Bucknill, dated May 1, 1902 May 8
- 2 Belcher The Roodean School Site & Buildings, ld. appl. of Defts. from order of Mr. Justice Bucknill, dated May 12, 1902 May 12
- 3 In re an Arbitration between the Roodean School Site and Buildings and Belcher & ora. appl. of Roodean School Site & ora. ld. from order of Mr. Justice Bucknill, dated May 12, 1902 May 13
- 4 The Bayfisher Steamship Co. ld. v. The Mersey Docks and Harbour Board appl. of Plff. from order of Mr. Justice Willis, dated May 8, 1902 May 16
- 5 Mac Rae & ora. v. Graham appl. of Pliffs. from order of Mr. Justice Bucknill, dated May 8, 1902 May 16
- 6 Read The Friendly Society of Operative Stonemasons and ora. appl. of Defts., other than R. E. Saunders, from order of The Lord Chief Justice and Justices Darling & Channell, dated May 3, 1902 May 16
- 7 Empress of Gwall v. John William Taylor appl. of Deft. from order of Mr. Justice Wright, dated April 30, 1902 May 16
- 8 Pride of Gwall v. John William Taylor appl. of Deft. from order of Mr. Justice Wright, dated April 30, 1902 May 16
- 9 Cross (trading as Cross & Cross) v. Corporation of Leeds appl. of Defts. from order of Mr. Justice Bucknill, dated May 14, 1902 May 16

- 10 The King on the Prosecution of Jane Emma Smith v. Howard & ora. (Crown Side) appl. of J. E. Smith from order of the Lord Chief Justice and Justices Darling & Channell, dated May 2, 1902 May 16
- 11 The King, on, &c. of Margaret Collins v. Same (Crown Side) appl. from same order as No. 10 May 16
- 12 The King, on, &c. of George Rapp v. Same (Crown Side) appl. from same order as No. 10 May 16
- 13 The King, on, &c. of Edwin Lawrence v. Same (Crown Side) appl. from same order as No. 10 May 16
- 14 The King, on, &c. of Elizabeth Hack v. Same (Crown Side) appl. from same order as No. 10 May 16
- 15 The King, on, &c. of Mary Ann Jones v. Same (Crown Side) appl. from same order as No. 10 May 16
- 16 The King, on, &c. of William Bonner v. Same (Crown Side) appl. from same order as No. 10 May 16
- 17 The King, on, &c. of William Smart v. Same (Crown Side) appl. from same order as No. 10 May 16
- 18 The King, on, &c. of Albert Smith v. Same (Crown Side) appl. from same order as No. 10 May 16
- 19 Mc Iver & Co. ld. v. The Tate Steamers ld. appl. of Defts. from order of Mr. Justice Bigham, dated May 14, 1902 May 17

### In re The Workmen's Compensation Act, 1897.

(FROM COUNTY COURTS.)

1901.

- 1 { In the Matter, &c.  
W. E. Jones (an infant) by William Williams, next friend, Applicant v. Lawrence & Nixon, Resp'ts. (Crown Side) appl. of Applicant from award of County Court (Lancashire, Liverpool), dated Jan. 24, 1901 (restored) February 14
- 2 { In the Matter, &c.  
Elizabeth Jarrett (the legal personal representative of W. Jarrett, dec.), Applicant v. The Ffoldan Collieries Co. ld., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Glamorganshire, Bridgend), dated May 24, 1901 June 6
- 3 { In the Matter, &c.  
Bryan Kenney, Applicant v. Harrison & Singleton, Resp'ts. appl. of Resp'ts. from award of County Court (Durham, West Hartlepool), dated June 14, 1901 (restored) July 2
- 4 { In the Matter, &c.  
Richard Perry, Applicant v. Joseph Baker and Sons, Resp'ts. (Crown Side) appl. of Applicant from award of County Court (Middlesex, Marylebone), dated June 17, 1901 (security ordered, July 23, 1901) July 6
- 5 { In the Matter, &c.  
George Bartell, Applicant v. W. Gray & Co., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Middlesex, Bow), dated July 10, 1901 July 22
- 6 { In the Matter, &c.  
John Henry Matthews, Applicant v. The Penrhyber Navigation Colliery Co. ld., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Glamorganshire, Abertawe & Mountain Ash), dated July 8, 1901 July 27
- 7 { In the Matter, &c.  
Abraham McDougall, Applicant v. Holzappel's Com- position Co. ld., Resp'ts. (Crown Side) appl. of Applicant from award of County Court (Lancashire, Liverpool), dated Sept. 13, 1901 (security ordered, Nov. 11, 1901) September 24
- 8 { In the Matter, &c.  
Morris, Applicant v. Darcy Lever Coal Co. ld.,

- Resp't. and the Northern Employers' Mutual Indemnity Co. ll. (Insurers) Crown Side appl. of Insurers from award of County Court (Lancashire, Bolton), dated Sept. 23, 1901 October 7
- 9 { In the Matter, &c.  
Mary Katon (widow), Applicant v. J. E. Edwards, Resp't. (Crown Side) appl. of Resp't. from award of County Court (Denbighshire, Wrexham), dated Oct. 2, 1901 October 16
- 10 { In the Matter, &c.  
Martha Losh, Applicant v. Richard Evans & Co. ll., Resp'ts. (Crown Side) appl. of Applicant from award of County Court (Lancashire, St. Helens, Widnes), dated Jan. 10, 1900 (restored March 24, 1902) January 31
- 11 { In the Matter, &c.  
William Male, Applicant v. Nixon's Navigation Co. ll., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Glamorganshire, Mountain Ash), dated Sept. 30, 1901 October 19
- 12 { In the Matter, &c.  
Hannah Williams, Applicant v. Powell Duffryn Steam Coal Co. ll., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Monmouthshire, Tredegar), dated Oct. 8, 1901 October 25
- 13 { In the Matter, &c.  
Charles Fletcher, Applicant v. The London United Tramways ld., Resp'ts. (Crown Side) appl. of Applicant from award of County Court (Middlesex, Brentford), dated Oct. 25, 1901 October 25
- 14 { In the Matter, &c.  
Eliza Clatworthy, Applicant v. R. & H. Green ld., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Middlesex, Bow), dated Oct. 17, 1901 October 26
- 15 { In the Matter, &c.  
Thomas Needham, Applicant v. George Leeder, Resp't. (Crown Side) appl. of Applicant from award of County Court (Durham, Hartlepool), dated Oct. 11, 1901 (security ordered, Nov. 11, 1901) October 26
- 16 { In the Matter, &c.  
William Henry St. George, Applicant v. The Lightning Corpn. ld., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Surrey, Croydon), dated Oct. 15, 1901 November 1
- 17 { In the Matter, &c.  
Elizabeth Jane Fairry, Applicant v. John Raibe, Resp't. (Crown Side) appl. of Resp't. from award of County Court (Cheshire, Birkenhead), dated Oct. 28, 1901 November 1
- 18 { In the Matter, &c.  
Henry Armitage, Applicant v. The Lancashire and Yorkshire Ry. Co., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Lancashire, Manchester), dated Oct. 21, 1901 November 4
- 19 { In the Matter, &c.  
William Jobson McMillan, Applicant v. The Prince of Wales Dry Dock Co. ld., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Glamorganshire, Swansea), dated Oct. 23, 1901 November 9
- 20 { In the Matter, &c.  
Nancy Waby, Applicant v. The Sheffield Mineral Water Syndicate ld., Resp'ts. (Crown Side) appl. of Resp'ts. from award of County Court (Yorkshire, Sheffield), dated Oct. 31, 1901 November 11
- 21 { In the Matter, &c.  
James Carney, Applicant v. Walter Scott & Middleton ld., Resp'ts. (Crown Side) appl. of Applicant from award of County Court (Yorkshire, Sheffield), dated Oct. 24, 1901 (security ordered Dec. 11, 1901) November 13

- 20 {In the Matter, &c.  
{Frederick Burnett, Applicant v. The Drury Lane Theatre Id. Respts. (*Crown Side*) appl. of Respts. from award of County Court (Middlesex, Shore-ditch), dated Nov. 15, 1901  
November 21
- 20 {In the Matter, &c.  
{Charles Goodwin, Applicant v. Scruttons Id., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Essex, Grays), dated Nov. 9, 1901  
November 22
- 21 {In the Matter, &c.  
{George Hughes, the younger (by George Hughes, his father and next friend), Applicant v. The Lancashire & Yorkshire Ry. Co., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Lancashire, Manchester), dated Nov. 4, 1901  
November 23
- 20 {In the Matter, &c.  
{Thomas Edden, Applicant v. Siddall & Hilton Id., Respts. (*Crown Side*) appl. of Applicant from award of County Court (Yorkshire, Halifax), dated Nov. 7, 1901  
November 27
- 20 {In the Matter, &c.  
{Hannah Southern, Applicant v. The Abram Coal Co. Id., Respts. (*Crown Side*) appl. of Respts. from award of County Court (Lancashire, Wigan), dated Dec. 3, 1901  
December 18
- 27 {In the Matter, &c.  
{Samuel Kniverton, Applicant v. The Darcy Lever Coal Co. Id. and The Northern Employers' Mutual Indemnity Co. Id., Respts. (*Crown Side*) appl. of Insurers from award of County Court (Lancashire, Bolton), dated Dec. 4, 1901  
December 20
- 20 {In the Matter, &c.  
{Alexander Lee Isaacson & Annie Levy Isaacson, his wife, Applicants v. The New Grand Clapham Junction Respts. appl. of Applicant from award of Deputy of County Court (Westminster), dated Dec. 16, 1901  
January 1
- 20 {In the Matter, &c.  
{John Terrell Newman, Applicant v. The Mayor, &c. of Southampton, Respts. appl. of Respt. from award of County Court (Hampshire, Southampton), dated Jan. 24, 1902 (stay granted pending appeal)  
February 3
- 20 {In the Matter, &c.  
{John Wall Holmes, Applicant v. The City of Birmingham Tramways Co., Id. Respts. appl. of Applicant from award of County Court (Warwickshire, Birmingham), dated Jan. 22, 1902  
February 7
- 31 {In the Matter, &c.  
{Jules Foxe, Applicant v. Charles Mansell, Respt. appl. of Applicant from award of County Court (Middlesex, Westminster), dated Jan. 20, 1902  
February 10
- 32 {In the Matter, &c.  
{Ellen Tansill, Applicant v. Evan William Howell, Respt. appl. of Respt. from award of County Court (Herefordshire, Ross), dated Feb. 1, 1902  
February 14
- 33 {In the Matter, &c.  
{John Harrison, Applicant v. Mayor, Aldermen and Burgesses of the Borough of Hartlepool, Respt. appl. of Applicant from award of County Court (Durham, West Hartlepool), dated Jan. 24, 1902  
February 14
- 34 {In the Matter, &c.  
{Charles Jewell, Applicant v. The Great Western Ry. Co., Respts. appl. of Respts. from award of County Court (Glamorganshire, Cardiff), dated Feb. 6, 1902  
February 25
- 36 {In the Matter, &c.  
{Annie Maria Dunham, Applicant v. Joseph Clare, Respt. appl. of Applicant from award of County Court (Staffordshire, Walsall), dated Feb. 12, 1902  
March 3
- 36 {In the Matter, &c.  
{Harold Marshall, Applicant v. F. W. Rudeforth, Respt. appl. of Applicant from award of County Court (Yorkshire, Scarborough), dated Feb. 18, 1902  
March 7
- 37 {In the Matter, &c.  
{Kitty Hilder, Applicant v. Rock, Hawkins & Thorpe, Respts. appl. of Respts. from award of County Court (Tunbridge Wells), dated Feb. 20, 1902  
March 12
- 38 {In the Matter, &c.  
{Mag'alen Rachel Collins (widow) Applicant v. Johnson & Co. & The Right Hon. W. St. John Brodrick, Secretary of State for War, Respts. appl. of Respts. from award of County Court (Kent, Woolwich), dated Feb. 28, 1902  
March 18
- 39 {In the Matter, &c.  
{Mary Ann Mall, Applicant v. Tubes Id., Respts. appl. of Applicant from award of County Court (Staffordshire, West Bromwich), dated March 14, 1902  
March 24
- 40 {In the Matter, &c.  
{Evan Jones & Mary Jones, Applicants v. The Universal Steam Coal Co. Id., Respts. appl. of Respts. from award of County Court (Glamorganshire, Pontypridd), dated March 12, 1902  
March 26
- 41 {In the Matter, &c.  
{James Edmondson, Applicant v. The Mayor, Aldermen and Burgesses of the County Borough of Burnley, Respts. appl. of Respts. from award of County Court (Lancashire, Burnley), dated March 20, 1902  
April 10
- 42 {In the Matter, &c.  
{John Bond, Applicant v. Robert Neville Grenville, Respt. appl. of Applicant from award of County Court (Somersetshire, Wells), dated March 25, 1902  
April 14
- 43 {In the Matter, &c.  
{Elizabeth Hill, Applicant v. The Norfolk Cold Storage and Ice Manufacturing Co. Id., Respts. appl. of Respts. from award of County Court (Norfolk, Great Yarmouth), dated April 10, 19 2  
April 24
- 44 {In the Matter, &c.  
{Francis Morton & Co. Id., Applicants v. J. W. Woodward, Respt. appl. of Applicants to vary award of County Court (Lancashire, Liverpool), dated April 11, 1902  
April 29
- 45 {In the Matter, &c.  
{Rachel Ashby, Applicant v. Barlow & Jones Id., Respts. appl. of Respts. from award of County Court (Lancashire, Bolton), dated April 9, 1902  
April 30
- 46 {In the Matter, &c.  
{J. W. Fenton, Applicant v. J. Thorley & Co. Id., Respts. appl. of Applicants from award of County Court (Surrey, Wandsworth), dated April 28, 1902  
May 2
- 47 {In the Matter, &c.  
{Henry Thomas, Applicant v. Nixon's Navigation Co. Id., Respts. appl. of Respts. from award of County Court (Glamorganshire, Abergare & Mountain Ash), dated April 4, 1902  
May 3
- 48 {In the Matter, &c.  
{Isaac Jenkins, Applicant v. W. Robertson, Respt. appl. of Applicant from award of County Court (Monmouthshire, Newport), dated April 17, 1902  
May 7
- 49 {In the Matter, &c.  
{A. E. Burr, Applicant v. William Whiteley Id., Respts. appl. of Applicant from award of County Court (Middlesex, Marylebone), dated May 1, 1902  
May 9

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to May 17th, 1902.

SUMMARY OF APPEALS.

	General List.	Interlocutory Motions.	Total.
1. From the Chancery Division .. .. .	113	11	124
2. From the Probate and Divorce Division .. .. .	4	—	4
	<b>Final.</b>	<b>Interlocutory.</b>	
3. From the County Palatine Court of Lancaster .. .. .	1	—	1
4. From the King's Bench Division .. .. .	158	19	177
5. From the Probate, Divorce and Admiralty Division (Admiralty)	7	—	7
6. From the King's Bench Division Sitting in Bankruptcy .. .. .	10	—	10
7. New Trial Paper .. .. .	23	—	23
8. {In re The Workmen's Compensation Act } .. .. .	49	—	49
{From County Court			
<b>Totals .. .. .</b>	<b>365</b>	<b>30</b>	<b>395</b>



HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

*TRINITY SITTINGS, 1902.*

*NOTICES RELATING TO THE CHANCERY CAUSE LIST.*

Motions, Petitions, and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

**MR. JUSTICE KEKEWICH.**—Except when other Business is advertised in the Daily Cause List, Mr. Justice KEKEWICH will sit for the disposal of His Lordship's Witness List daily throughout the Sittings, to the exclusion of other Business.

**MR. JUSTICE BYRNE.**—Except when other Business is in the Daily Cause List, Mr. Justice BYRNE will sit for the disposal of His Lordship's Witness List daily throughout the Sittings, to the exclusion of other business.

**MR. JUSTICE FARWELL.**—The retained and transferred Actions with Witnesses will be taken by Mr. Justice FARWELL on days to be announced in the Daily Cause List.

*Liverpool and Manchester Business.*—MR. JUSTICE FARWELL will take Liverpool and Manchester Business as follows:—

1. Motions, Short Causes, Petitions and Adjourned Summonses on every other Saturday, commencing with Saturday, May 31st.
2. Summonses in Chambers will be taken on every other Saturday, commencing with Saturday, May 31st.

**MR. JUSTICE BUCKLEY** will take his Business as announced in the Trinity Sittings Paper.

**MR. JUSTICE JOYCE** will take the retained Witness Actions on days to be announced in the Daily Cause List.

**MR. JUSTICE SWINFEN EADY.**—Except when other Business is advertised in the Daily Cause List, Mr. Justice SWINFEN EADY will take Actions with Witnesses daily throughout the Sittings, to the exclusion of other Business.

*Summonses before the Judge in Chambers.*—Justices FARWELL, BUCKLEY and JOYCE will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

*Summonses Adjourned into Court* will be taken as follows:—Mr. Justice KEKEWICH, as stated in the Daily Cause List; Mr. Justice BYRNE, with Non-Witness Actions on days to be announced; Mr. Justice FARWELL, with Non-Witness Actions; Mr. Justice BUCKLEY, with Non-Witness Actions; and Mr. Justice JOYCE, with Non-Witness Actions.

*SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.*

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

- Mr. Justice KEKEWICH will take his Witness List as announced above.
- Mr. Justice BYRNE will take his Witness List as announced above.
- Mr. Justice FARWELL will take the retained Witness Actions as announced above.
- Mr. Justice JOYCE will take his retained Witness Actions as announced above.
- Mr. Justice SWINFEN EADY will take his Witness List as announced above.

*CHANCERY CAUSES FOR TRIAL OR HEARING, set down to May 17th, 1902.*

Before Mr. Justice KEKEWICH.

*Retained by Order.*

ADJOURNED SUMMONSES.

- { In re Drake Drake (s.o. generally)
- { Drake Drake (s.o. generally)
- { In re Anglo-American Construction Co. ld.
- { White The Company 3 summonses (May 27)
- { In re Rufford Whitehead (May 27)
- { Pomeroy Whitehead (May 27)
- { In re Rayment Patten sumns. with witnesses (s.o. generally)
- { Tozer Patten sumns. with witnesses (s.o. generally)
- 5 { In re Hill Hill pt. hd. (May 27)
- { Sturgess Hill pt. hd. (May 27)
- In re Everitt & Andrews' Contract & V. & P. Act, 1874 adjd. sumns. (s.o. to come on with Action when set down)
- Oxenden Phipson adjd. sumns. (s.o. generally)

- In re Legh's Settled Estates (restored) May 27
- (In re Sibly
- 9 { Sibly Sibly
- { Sibly Pyte adjd. sumns. in private (May 27)

MOTIONS.

- { In re Standbridge Cottrell (s.o. generally)
- { Swinden Cottrell (s.o. generally)
- 2 The Carpenters' Co. v. The London Wall Estate Co. (s.o. generally)

FURTHER CONSIDERATION.

- 1 Whitehouse Lodge & Harper ld. fur. con. & sumns. to vary pt. hd. (fur. con. to stand over until the result of appln. to Court of Appeal to advance Appeal from order on sumns. to

vary, No. 2, and if advanced until Appeal disposed of, if Appeal not advanced liberty to restore fur. con.)

CAUSES FOR TRIAL.

*(With Witnesses.)*

- Attorney-Gen. Birmingham, Tame & Bea District Drainage Board action
- Champion, Sons & Hart v. Marshall action (set until 3 weeks after delivery of defence, etc.)
- Radway Grand Pump Room Hotel Co. of Bath ld.
- Nathan London action (s.o. until filing of depositions)
- 5 Patton Barber action (Pittf. dead)
- Terry Davies action
- Andrew Wells action

- Murray Sitwell adjl. sumns. pt. hd. (s.o. to May 31) without witnesses
- Hava Yeston action
- 10 Attorney-Gen. & Beckenham Urban District Council v. South Eastern & Chatham Ry. Co. Managing Committee action (not before June 2)
- Summer Burn action
- Mansfield Stevens action (not before June 16)
- Attorney-Gen., &c., Warwickshire County Council v. The Oxford Canal Navigation action
- Mc Lellan Rea action
- 15 Martin Craik action
- C. Bright's Trustees v. Viall action (in re A. C. Andrews)
- Andrews Andrews sumns. adjl. into Court as a Witness Action
- (in re Cook)
- Cook Vimpany action
- Beck & Pollitzer v. American Radiator Co. action
- 20 Turvey North action
- British Mannesman Tube Co. ld. v. Perkins ld. action (restored)
- Protheroe Thomas (restored)
- Haggie Allan, the younger action
- Bann St. Oswald v. Great Central Ry. Co. action
- Poster Mutual Reserve Life Fund Assoc. action
- 25 Akott Lefroy action

Before Mr. Justice BYRNE.

Retained by Order.

ADJOURNED SUMMONS.

- (in re Curry's Estate)
- Thompson Catnach adjl. sumns. pt. hd. and special case (by order)

PETITIONS.

- 1 Mostrove Guedalla
- (in re Smith)
- Smith

CAUSES FOR TRIAL.

(With Witnesses.)

- 1 Ackerman Smallpiece action (s.o.)
- (in re Brown)
- 2 Brown Brown action (s.o. till after Probate Action disposed of)
- 3 International Bank of London v. Rio de Janeiro Flour Mills action (stayed until depositions filed)
- 4 Adler Joel action (stayed till 10 days after return of commission)
- 5 Sach Cottrell action (stayed until return of commission)
- 6 The Welsbach Incandescent Lamp Co. ld. v. Standard Incandescent Gas Light Co. ld. action (stayed until return of commission)
- 7 Dyson & anr. Greening & Sons ld. motn. by order and action
- 8 Nicholson Daniels action (s.o. June 14)
- 9 The Worthington Pumping Engine Co. v. Moore action (stayed until return of commission)
- 10 Safety Explosives ld. v. Harold Boyd actions (consolidated)
- 11 The Worcester Royal Porcelain Co. ld. v. Locke & Co. ld. action
- 12 The Worcester Royal Porcelain Co. ld. v. Rhodes action
- (in re Joseph Taylor, dec.)
- 13 Harrison Harrison & Taylor adjl. sumns. with witnesses (by order) s.o. June 3
- 14 Day & ors. D'y & ors. action & counter claim
- 15 Jared Clements action
- 16 Wright Berry action
- 17 Holton Speak action
- 18 Hooper Temple action
- 19 Furze Herring & Seabe actl n
- 20 Deives Gray action
- 21 In the Matter of The Registered Trade Mark, No. 22,206 of Maurice John Hart motion with witnesses (by order)

- 22 Crackenthorpe Crackenthorpe & ors. action
- 23 Wardroper Gibbe ld. action (s.o. June 5)
- 24 Green Hodson action
- 25 Lush Clufford action (without pleadings)
- (in the Matter of Elmore's German & Austro-Hungarian Metal Co. ld.)
- 26 Walker & anr. The Same action
- 27 Wyld Fry action
- 28 The Electric Tramways Construction & Maintenance Co. ld. v. Rutterford action
- 29 Doughty Lomangunia Reefs ld. action
- 30 Urban District Council of Swanage v. White actl n
- 31 Hardy Pocock action

Before Mr. Justice FARWELL.

Retained by Order.

CAUSES FOR TRIAL.

(With Witnesses.)

- Crusoe Marks action (s.o.) pt. hd.
- Burnside Burnside action (s.o. until return of commission)
- Leader Wandsworth Borv' Council action pt. hd. (not before June 26)
- Hardy Lambert action (not before June 4)
- (in re Grove)
- 5 Grove Butt action pt. h. l.

Transferred from Mr. Justice Kekewich, by order, dated 22nd April, 1902.

- The British Motor Traction Co. ld. v. Ouhennin Challengre action (s.o. till certain costs paid—by order)
- Crisp Bushell action
- Mullens & Co. ld. v. Harris action
- Attorney-Gen. Rural District Council of Lunsdale action
- 10 Pattinson Armstrong action
- British Homes Assoc. Corpn. ld. v. Pattinson action
- Oihen International Tea Co.'s Stores ld. action (pleadings to be delivered)
- Lowe Lord
- Buchanan The Western Gazette Co. ld. action without pleadings (s.o. generally)
- 15 Stapps Stapps action
- Fraughton Hedges action & adjd. notice
- Duke of Leeds v. Clarkson action
- Byng Stephens action & counter-claim
- Herbert Alexander & Co. ld. v. Gordon action
- 20 G. Ricordi & Co. v. J. Poole & Sons ld. action
- Keyzor Smith action
- Mayor, &c., of Hove v. The Brighton Interceptor & Outfall Sewers Board action
- Edgar Laurie action
- 24 Watkins Watkins action & motn. for judgment.

CAUSES FOR TRIAL.

(Without Witnesses and Adjourned Summonses.)

- (in re Swales)
- Haigh Swales adjl. sumns. (Pliff. dead)
- (in re Mc Murdo)
- Penfield Mc Murdo adjl. sumns. (to come on with fur. con. when set down)
- (in re Tomlinson)
- Martin Norman adjl. sumns.
- (in re Eyre Coote & Settled Land Acts)
- pt. hd. (s.o. leave to amend, &c.)
- (in re A. Elber)
- 5 Griffiths Mason adjl. sumns. (to come on as a Witness Action before Mr. Justice Farwell. If Mrs. Griffiths comes in a fresh Action to be brought)
- (in re Bayer)
- Waterslade Copse adjl. sumns.
- (in re The Grantley Settled Estates)
- adjl. sumns.
- (in re Dixon, dec.)
- Reimbach Dixon adjl. sumns.
- (in re Ogden's Estate)
- Harrison Jefferson adjl. sumns.
- (in re Belk's Estate)
- 10 Coverdale Rawlings adjl. sumns.
- (in re Buckland's Estate)
- Hardy Buckland adjl. sumns.

- (in re Vallance)
- Midwinter Vallance adjl. sumns.
- (in re Gyle)
- Attorney-Gen. Ward adjl. sumns.
- (in re Adams)
- Boole Adams adjl. sumns.
- (in re Fleming)
- 15 Mucknick Fleming adjl. sumns.
- (in re Mosley's Settlement)
- Mosley Mosley adjl. sumns.
- (in re Stuckey)
- Stuckey Meyer adjl. sumns.
- (in re D. Jones)
- Jones Griffith adjl. sumns.
- (in re Walker)
- Travers Walker adjl. sumns.
- (in re Chenoweth)
- 20 Ward Dwellley adjl. sumns.
- (in re Robert Porter's Estate)
- Harrop Rorser adjl. sumns.
- (in re Popham's Estate)
- Popham Pinkney adjl. sumns.
- (in re Rynd)
- Ogie Fox adjl. sumns.
- (in re Hoare)
- (in re Chilworth)
- Fleming Home Charity
- Young adjl. sumns.
- (in re Heig's)
- 25 Hedges Williams adjl. sumns.
- (in re Pawle)
- Pawle Pawle adjl. sumns.
- (in re Diprose)
- Moffrey Diprose adjl. sumns.
- (in re Grimms)
- Jennings Hedges adjl. sumns.
- (in re Land Trust Co., Florida, &c.)
- Coupon Agency ld. v. Grahame adjl. sumns.
- (in re Robert Leason)
- 30 Leason Read adjl. sumns.
- (in re Sma's)
- Small Small adjl. sumns.
- Heaver Wilde adjl. sumns.
- (in re Hawkins)
- Hawkins Hawkins adjl. sumns.
- Bossall Morgan adjl. sumns.
- (in re Archer)
- 35 Archer Archer adjl. sumns.
- Chambers (chambers motn. for judgment. (short))
- (in re Roper)
- Roper Roper adjl. sumns.
- (in re Chance)
- Mobberley adjl. sumns.
- (in re Nicholson)
- Nicholson adjl. sumns.
- (in re Harrowby & Payne's Contract)
- adjl. sumns. (not before June 2)
- 41 Yeomans Aiton motn. for judgment. (short)

FURTHER CONSIDERATIONS.

- (in re Johnson)
- Robert Attorney-Gen. fur. con.
- (in re Enfield Embroidery Co. ld.)
- 2 Upton Enfield Embroidery Co. ld. fur. con.

Before Mr. Justice BUCKLEY.

PROCEDURE SUMMONS.

- Abbot Mayor of Bristol

FURTHER CONSIDERATIONS.

- (in re Johnstone, dec.)
- 1 Pitt Pitt fur. con.
- 2 Rudgard Kingsbury fur. con.
- (in re Catherine Pope Wrenmore)
- 3 Davies Wilcocks & ors. fur. con.

CAUSES FOR TRIAL.

(Without Witnesses and Adjourned Summonses.)

- (in re Gurney)
- 1 Gurney Gurney (s.o. till after report)
- 2 The Attorney-Gen. & Bray v. The Mayor & Burgesses of the Borough of Hastings action without witnesses pt. hd.

- 3 { In re Smith  
Howitt Smith adjd. sumns.
- 4 { In re Gay  
Fox Gay adjd. sumns. pt. hd. (not before June 18)
- 5 { Romney Stanton adjd. sumns.
- 6 { Same Same adjd. sumns.
- 7 Murgatroyd The Old Silkstone Colliery Co. adjd. sumns.
- 8 { In re Tiffin, dec.  
Davidson Tiffin adjd. sumns.
- 9 { In re Shaw  
Shaw Dodson adjd. sumns.
- 10 { In re Joseph Seaton, dec.  
Seaton Ellis adjd. sumns. E.
- 11 { In re Adam's Estate  
Mills Phillips adjd. sumns.
- 12 { In re Cust's Trusts  
Harrison & anr. v. Wldrington adjd. sumns.
- 13 { In re Royds, dec.  
Royds Royds adjd. sumns.
- 14 { In re Vevers, dec.  
Revell Wilkinson adjd. sumns.
- 15 { In re Banks  
Reynolds Ellis & ora. action without witnesses
- 16 { In re Morrison, dec.  
Morrison & anr. v. Morrison & ora. adjd. sumns.
- 17 { In re Becher & Longman's Contract and In re The Y. & P. Act, 1874 adjd. sumns.
- 18 { In re James Rickman's Estate  
Rickman Rickman adjd. sumns.
- 19 { In re Becker's Contract  
Becker Longman adjd. sumns.

COMPANIES (WINDING UP) and CHANCERY DIVISION.

COMPANIES (Winding up).

PETITIONS.

- 1 Lacla Silver Mines Id. (petn. of Frank Jackson & Co.—s.o. from Jan. 16 to Aug. 7)
- 2 Schofield, Hagerup & Doughty Id. (petn. of H. Furber—s.o. from Jan. 16 to Aug. 7)
- 3 Orton (Boliva) Rubber Co. Id. (petn. of F. J. Hessel—s.o. March 28 to June 10)
- 4 Absolute Life Assco. Co. Id. (petn. of Jas. Sykes—s.o. April 29 to May 28)
- 5 Mediterranean Steam Navigation Co. Id. (petn. of John Hudson & Co. (London) Id.—s.o. May 6 to May 28)
- 6 Press Id. (petn. of Direct Photo Engraving Co.—s.o. May 13 to May 28)
- 7 Forrest & Son Id. (petn. of Shipham & Co. Id.—s.o. May 13 to June 3)
- 8 British & Colonial Industries Id. (petn. of Brown, Janson & Co.—s.o. May 13 to June 3)
- 9 Mural & Decorations Syndicate Id. (petn. of George Jacob—s.o. May 13 to June 17)

- 10 Coventry Components Id. (petn. of Arthur Lee & Sons Id.)
- 11 Johnston Foreign Patents Co. Id. (petn. of Ateliers de Construction Oerlikon)
- 12 Harmer & Harley Id. (petn. of C. F. Oughton)
- 13 Perry, Gardner & Co. Id. (petn. of Park House Dyeing Co. Id.)
- 14 Mayra Electric Co. Id. (petn. of Ben. Bridgwater)
- 15 "Grosvenor" House Property Acquisition & Investment Building Soc. (petn. of Wm. Stollard)
- 16 Caratal (New) Mines Id. (petn. of Mines & Banking Corpn. Id. & ora.)
- 17 Phos Id. (petn. of Falk, Stadelmann & Co. Id.)
- 18 Extractions (Sturge's Patent) Id. (petn. of C. E. Newnham)

CHANCERY DIVISION.

PETITION (for Reduction of Capital) under Companies' Acts, 1867 & 1877.

- 1 Oak Extract Co. Id. & reduced (petn. of Company)

PETITION under Companies' (Memorandum of Association) Act, 1890.

- 1 Monmouth Gas & Water Works Co. Id. (petn. of Company—s.o. March 29 to May 28)

COMPANIES (Winding up) and CHANCERY DIVISION.

COURT SUMMONSES.

- 1 Strand Buildings Co. Id. (as to dealing with surplus assets of the Company)
- 2 Wa'ah, Asquith & Co. Id. (for misfeasance—witnesses)
- 3 Bethanga Goldfields Id. (on claim of Wainwright & Co.—witnesses)
- 4 Motor Car Co. Id. (for inspection of books)
- 5 London & Globe Finance Corpn. Id. (for declaration as to shares in Caledonian Copper Corpn., &c.—witnesses)
- 6 National Bank of Wales Id. (on objections to taxation)
- 7 { Thames White Lead Co. Id.  
Wood Thames White Lead Co. Id. (on further consideration)
- 8 Henry Lovibond & Son, 1900, Id. (to vary list of contributories Gabb & anr.—witnesses)
- 9 United African Lands Id. (for declaration as to shares held by H. A. Grosakopf)
- 10 James Harris & Chate Id. (for misfeasance—witnesses)
- 11 Heidelberg Estates & Exploration Co. Id. (to stay proceedings in Action)
- 12 { New Century Press Id.  
Lind New Century Press Id. (to vary certificate, dated March 26, 1902)
- 13 Youde's Bill-posting Id. (to vary list of contributories—Clayton)
- 14 Same (same—Crowther)
- 15 Cycle Makers' Co-operative Supply Co. Id. (for enquiry as to payment of costs, &c.)

Before Mr. Justice JOYCE.

Retained by Order.

CAUSES FOR TRIAL.

(With Witnesses.)

- Hart West action pt. hd. (s.o.)
- Mappin Bros. Liberty & Co. action pt. hd.
- 3 Sneyd Cheadle Rural District Council action (June 17)

CAUSES FOR TRIAL.

(Without Witnesses and Adjourned Summonses.)

- In re Nectar Tea Co. for registration of trade mark motn. ordered to come into Non-Witness List
- Pryce-Jones Williams 2 adjd. summonses
- { In re Pinney Pinney adjd. sumns.
- { Pinney Pinney adjd. sumns.
- { Christophers & anr. v. Barry motn. for judgt.
- 5 { In re Maunder Maunder adjd. sumns.
- { Maunder Maunder adjd. sumns.
- { In re Drax Drax adjd. sumns.
- { Savile Drax adjd. sumns.
- { In re Taylor Taylor adjd. sumns.
- { Taylor Taylor adjd. sumns.
- { In re Mexborough Baring adjd. sumns.
- { Neville Baring adjd. sumns.
- { In re Bethell's Settlement Westbury adjd. sumns.
- { Luttrell Westbury adjd. sumns.
- 10 { In re Moore Moore adjd. sumns. (restored)
- { Prior Moore adjd. sumns. (restored)
- { In re Garvey Garvey adjd. sumns.
- { Garvey Garvey adjd. sumns.
- In re Fisher, dec. & London County Council adjd. sumns.

Weston-Super-Mare Council v. Castle & Woods adjd. sumns.

- { In re Jobson's Settlement  
In re Jobson, dec.  
Greenhill Jobson adjd. sumns.
- 15 { In re Mary James Ellis adjd. sumns.
- { Roberts Ellis adjd. sumns.
- In re T. Miller & V. & P. Act, 1874 adjd. sumns.
- In re Henry Blake, Solr., &c. adjd. sumns.
- { In re Kelly Kelly adjd. sumns.
- { Thomas Kelly adjd. sumns.
- In re Christ's Hospital & The Corps. of London's Contract & V. & P. Act adjd. sumns.
- 20 { In re Cable & Myers & V. & P. Act, 1874  
Myers Cable adjd. sumns.
- { In re Hill Warn, &c. adjd. sumns.
- { Hart Warn, &c. adjd. sumns.
- { In re Mullins de Sells adjd. sumns.
- { Mullins de Sells adjd. sumns.
- { In re Hart Sleeman adjd. sumns.
- { Martin Sleeman adjd. sumns.
- { In re Sherwood Mason adjd. sumns.
- { Payne Mason adjd. sumns.
- 25 { Drake Day adjd. sumns.
- { In re Hudson Hole adjd. sumns.
- { Hudson Hole adjd. sumns.
- { In re Mercer Henderson  
Earl of Buckinghamshire v. Hobart Hampden adjd. sumns.
- { In re Baron de Barreto Bliss adjd. sumns.
- { de Barreto Bliss adjd. sumns.
- { In re Same de Barreto adjd. sumns.
- { de Man de Barreto adjd. sumns.
- 30 { In re Darlington & Clayton Reynolds adjd. sumns.
- { Hewlett Reynolds adjd. sumns.
- { In re Woolcott Martin adjd. sumns.
- { Martin Martin adjd. sumns.
- { In re Sedgwick Selgwick adjd. sumns.
- { Bramley Selgwick adjd. sumns.
- { In re Simmon Orman adjd. sumns.
- { Dennison Orman adjd. sumns.
- { In re Green Lewis Lewis adjd. sumns.
- { Lewis Lewis adjd. sumns.
- 35 { In re Chadburn Chadburn adjd. sumns.
- { Waterhouse Chadburn adjd. sumns.
- In re Port Talbot Ry. & Docks, &c. Co. adjd. sumns.
- Veale & Co. United Kingdom Tramway Light Ry., &c. motn. for judgt.
- Jackson Road motn. for judgt.
- 39 Wainwright Fleming motn. for judgt.

FURTHER CONSIDERATIONS.

- { In re T. Pink Tryon fur. con.
- { Martin Tryon fur. con.
- Cooper Nibb fur. con.
- 3 Tharp de Wozelo fur. con. & adjd. sumns.

Before Mr. Justice SWINFEN EADY.

Retained by Order.

- In re Burchell, Wilde & Co., Solrs. adjd. sumns.

CAUSES FOR TRIAL.

(With Witnesses.)

- In re Deighton's Patent, No. 15,676 of 1896 petn. ordered to go into Witness List
- In re Morison's Patent, No. 4,866 of 1894, &c. petn. ordered to go into Witness List
- { De Falbe Harger action to be notified
- { Taylor Harger action to be notified
- Hancock Downe action (Pliff. dead)
- 5 Hitchcock Adamson & Co. action (pliff. dead to be delivered)
- Chalmers Clay & Walsley action
- Taylor Klyder action (not before June 3)
- Convelas Mate action (not before June 3)
- Stewart McCabe action (not before May 3)
- 10 Suell Cassidy action (not before June 3 filed)
- { In re The Corunna Waterworks Co. Id.  
Fish The Corunna Waterworks Co. Id. action (For judgt. on June 3)

Dakin & Co. ld. v. Lister action	{ Jones Goodwin	Goodwin	Bush	Parker action & 3rd party notice of Def. A. Parker
H. E. Randall ld. v. English and American Shoe Co. action		Russell	North	Lockett action without pleadings
The Automatic Air Tight Cover ld. v. Stockford action	20	Lindley	The Tilt Cove Copper Co. ld. v. Cape Copper Co. ld. action	
15 Steven Bunce action		Rhodes	{ In re Burley	
The Urban District Council of Ormesby v. Thorrold action	Baxendale	North Lambeth Liberal & Radical Club ld. action	26 Kemp	Burley action Darrett action

SUMMARY OF CHANCERY CAUSE LIST.

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2.—Mr. Justice BYRNE— <i>Witness Actions</i> .. .. .	81
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3.—Mr. Justice FARWELL— <i>Witness Actions</i> (Retained and Transferred) .. .. .	24
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4.—Mr. Justice BUCKLEY—	
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5.—Mr. Justice JOYCE— <i>Witness Actions</i> .. .. .	8
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6.—Mr. Justice SWINFEN EADY— <i>Witness Actions</i>	26
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<b>Total Causes and Matters for Hearing in the Chancery Division .. .. .</b>	<b>234</b>

Companies (Winding Up) Matters for Hearing before Mr. Justice BYRNE and Mr. Justice BUCKLEY.

<i>Petitions, Companies (Winding up)</i> .. .. .	18
<i>Petition, Chancery Division</i> .. .. .	1
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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

Date.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, June 2	Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson	Mr. Church	Mr. Theed	Mr. Carrington	Mr. Greswell
Tuesday " 3	" Carrington	" King	" E. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Church
Wednesday " 4	" Pemberton	" Farmer	" Godfrey	" Jackson	" Church	" Theed	" Carrington	" W. Leach
Thursday " 5	" Jackson	" King	" E. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Theed
Friday " 6	" E. Leach	" Farmer	" Godfrey	" Jackson	" Church	" Theed	" Carrington	" King
Saturday " 7	" Godfrey	" King	" E. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Farmer

\* The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

HIGH COURT OF JUSTICE. KING'S BENCH DIVISION.

TRINITY SITTINGS, 1902.

CROWN PAPER.

FOR ARGUMENT.

- 1 London. Vestry of St. James and St. John, Clerkenwell v. Evans Magistrates case dismissal of claim under Metropolis Management Act, 1862. 2 County of London. The King v. Special Commissioners of Income Tax nisi for mandamus to state case (expte. Wilson & ors.). 3 County of London. The King v. Dixon nisi for certiorari for Sheriff's inquisition (expte. City & Great Northern Ry. Co.). 4 Saffordshire. Pearks, Gunston & Tee v. Van Tromp Magistrates case conviction under Sale of Food & Drugs Act, 1875. 5 Lowestoft. Gage v. Wren Magistrates case dismissal of information under Public Health Act, 1875. 6 Warwickshire, Birmingham. The King v. H.H. Judge Whitehorse and Dryhurst nisi to hear appln. for judgment debtor's sumns. against Dryhurst (expte. Birmingham Industrial Loan Co.). 7 Middlesex. The King v. M. Sharp, Esq. & ors., J.J., &c. and Sanguinetti nisi to JJ. to state case (expte. Ransom). 8 Monmouthshire, Newport. The King v. H.H. Judge Owen and Robertson nisi to hear, &c. appln. for compensation under W. C. Act, 1897 (expte. Jenkins). 9 Grimsby. Edgill v. J. & G. Alward ll. Magistrate's case conviction under statute 57 & 58 Vic., cap. 60, sec. 376, sub-sec. 1 (d). 10 Lancashire. Ormskirk Union v. Chorlton Union Quarter Sessions special case under 12 & 13 Vic., c. 45, sec. 11, settlement of pauper. 11 Surrey. Wimbledon Urban District Council v. Hastings Quarter Sessions special case Reep't's. appl. Public Health Act. 12 Montgomeryshire. Mayor, &c. of Liverpool v. Jones & ors. Magistrate's case order for payment of arrears of poor rate. 13 Canterbury. Fairbrass v. Mayor, &c. of Canterbury Magistrate's case conviction under Public Health Act, 1875. 14 Lancashire. The King v. Manchester Ship Canal Co. nisi for mandamus to obey order of Mersey Conservancy Commrs. (expte. Mersey Conservancy Commissioners). 15 Devonshire. The King v. W. Thorne, Esq. & ors., J.J., &c. nisi for mandamus to JJ. to hear, &c. informations v. Amory & ors. (expte. Luxon). 16 Merionethshire. The King v. W. Davies, Esq. & ors., J.J., &c. nisi for mandamus to hear, &c. a ppln. for transfer of license (expte. Jones). 17 Manchester. Agnew v. Mayor, &c. of Manchester. 18 Essex. Loach v. Wanstead School Board.

CIVIL PAPER.

FOR ARGUMENT.

- 1 Manchester District Registry. Fletcher v. Waters motion by Pltff. to set aside Judgt. directed to be entered by Edward Pollock, Esq., Official Referee. 2 Same. Same v. Same same. 3 Same. Same v. Same same.

- 4 In re an Arbitration between Ibo Trust Id. and Isidore Wyler motion by Wyler to set aside award. 5 Mothersill & anr. v. Bielby motion to set aside award of Special Referee on trial of action. 6 Berkshire, Newbury. Stradling & anr. v. Whitcombe County Court. Def't's. appl. from Judge Russell. 7 Monmouthshire, Monmouth. Whitechurch Rural District Council v. Wibby County Court. Def't's. appl. from Judge Owen. 8 Same. Rose Rural District Council v. Same same. 9 London. Campbell v. Rogers County Court. Def't's. appl. from Judge Rentoul, K.C. 10 Berkshire, Reading. Walter v. Yalden County Court. Def't's. appl. from Judge Russell. 11 Surrey, Southwark. Dunn v. South Eastern & Chatham Ry. Co. County Court Pltff.'s appl. from Judge Addison. 12 Nottinghamshire, Nottingham. Croeland v. Refuge Assee. Co. County Court Def't's. appl. from Judge Martineau. 13 Staffordshire, Stoke-upon-Trent & Longton. Mould v. Kirikham County Court Def't's. appl. from Judge Muibollard. 14 London. Timbri. & anr. v. Jula & Co. Mayor's Court Def't's. appl. from Recorder. 15 In re an Arbitration between Apfonse Howland Wright (trading, &c.) and Frederick Le Mare and In the Matter of the Arbitration Act, 18-9 motion to set aside award. 16 Middlesex, Brompton. Gracey v. Ingils County Court Pltff.'s appl. from Judge Stouor. 17 Middlesex, Westminster. Smith v. Malcolm County Court Pltff.'s appeal from Judge Woodfall. 18 London. Lund Bros. & Co. v. Harris & Rawlinson Mayor's Court Def't. Rawlinson's appl. from Common Serjeant. 19 Essex. Turkiewicz v. Caplin County Court Southend. Wisniewski v. Caplin Pltff.'s appl. from Judge Atkinson. 20 In re an Arbitration between Thomas Glinnis and Frank Sutton Hawthorn motion to set aside Arbitrator's Award. 21 Sussex, Brighton. Budd & Scott v. Daniel County Court Def't's. appl. from Judge Martineau. 22 Middlesex, Edmonton. Brightmore v. Baker County Court Def't's. appl. from Judge Atkinson. 23 London. Torkington v. Magee Mayor's Court Pltff's. appl. from Common Serjeant. 24 Reitz v. Buttson & anr. Pltff's. appl. from order of Official Referee for Judgment. 25 Hampshire, Lymington. Smith v. Buchanan & anr. and by counter-claim Buchanan and anr. v. Smith County Court Def't's. (on counter-claim) appl. from Judge Philbrick. 26 Middlesex, Brentford. Angles v. Lee County Court Pltff's. appl. from Judge Shortt. 27 Tonkinson v. Stanier & ors. Point of Law under sect. 46 of Judicature Act, 1873. 28 Yorkshire, Doncaster. Lambert & ors. v. Bone County Court Def't's. appl. from Judge. 29 Radford v. Delmege, Held & Co. & anr. Def't's. motions to set aside award of Official Referee. 30 Surrey, Wandsworth. Beckett Bros. v. Garton Hill Co. & Shepherd. 31 Sussex, Brighton. Cane v. Willett & Wffe. 32 Middlesex, Clerkenwell. Lawrence v. Hill & anr. 33 London. Hamond v. Coates.

SPECIAL CASES AND POINTS OF LAW.

FOR HEARING.

- 1 The Mayor, &c. of Southwark v. Provident Clerks, &c. Assoc. 2 The Mayor, &c. of Islington v. London School Board.

MOTIONS FOR JUDGMENT.

FOR HEARING.

- 1 Arno v. Trick & ors. 2 Dunlop Pneumatic Tyre Co. v. Bourne. 3 Same v. Jackson. 4 Same v. Stevens.

IN THE HIGH COURT OF JUSTICE

COURT FOR THE CONSIDERATION OF CROWN CASES RESERVED.

FOR JUDGMENT.

The King v. Plummer (c.a.v. May 10, 1902) omnia The Lord Chief Justice of England, Mr. Justice Wright, Mr. Justice Bruce, Mr. Justice Darling and Mr. Justice Jelf.

REVENUE PAPER.

ENGLISH INFORMATIONS.

Attorney-Gen. v. Arthur Storer (for Deceit by consent). Same v. The Mayor, &c. of Newcastle-upon-Tyne & anr.

PETITION UNDER FINANCE ACT, 1894.

Re H. E. M. Davies, dec.

SPECIAL CASE.

E. L. Hunter (Suppliant) and the King.

CASES STATED.

H.H. The Nizam, &c. and Aptcorps (Surrey v. Taxes) part heard. E. L. Browne and Furado (Surveyor, &c.). Hudson and Gribble (Surveyor, &c.). Bell and Same. Jackson and The Commrs. of Inland Revenue. Speyer Bros. and Same.

OPPOSED MOTION.

Attorney-Gen. and B. J. Pallexen Bastard.

Motions for Attachment . . . 4.

DIVISIONAL LIST.—SUMMARY.

Table with 4 columns: Category, Count 1, Count 2, Total. Rows: Crown Paper (18), Civil Paper (33), Special Cases (2), Revenue Paper (15).

Total .. .. 68

**HIGH COURT OF JUSTICE.**  
**PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

*PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at TRINITY SITTINGS, 1902.*

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—  
 R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

*A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.*

*Parties must be prepared to try their Causes ten days after the same have been set down for Trial.*

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>PART-HEARD CAUSES.</b>				
<i>Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.</i>				
1 W.D.	Lo Ben, F. K. v. Lo Ben, P. . . . .	Dyson & Co.		
2 H.D.	Williams v. Williams, Grinstead and Bolton . . . . .	J. Payter.		
<b>BEFORE THE COURT ITSELF— UNDEFENDED DIVORCE.</b>				
1 W.J.S.	Mitchell, E. E. A. K. v. Mitchell, J. . . . .	Jennings & Co. . . . .	J. E. Harria.	
2 H.D.	Bennett v. Bennett & Dockereil . . . . .	Milliken & Co.		
3 H.D.	Campbell v. Campbell & Douglas . . . . .	Hare & Co.		
4 W.D.	Fletcher, C. J. v. Fletcher, T. H. . . . .	Osborn & Osborn.		
5 W.D.	Moore, M. I. v. Moore, R. D. . . . .	A. Newton & Co.		
6 H.D.	Duka v. Duka & Taylor (Michaelmas Sittings) . . . . .	Collyer, Bristow & Co.		
7 W.D.	Fasham, H. S. v. Fasham, J. W. . . . .	J. Arnatt.		
8 W.J.S.	Chambers, A. v. Chambers, H. J. . . . .	Wills & Watts . . . . .	Bridgman & Willcocks.	
9 W.D.	Whitehorne, W. v. Whitehorne, F. . . . .	S. Benham.		
10 W.D.	King, A. v. King, J.M. . . . .	H. A. Sims.		
11 H.D.	Hughes v. Hughes & Clinch . . . . .	Osborn & Osborn.		
12 H.D.	Loughton v. Loughton & Loughton . . . . .	R. Brooks.		
13 H.D.	Davis, J. v. Davis, A. M. . . . .	Oswald, Hanson & Co.		
14 W.D.	Simons, C. E. v. Simons, A. L. . . . .	J. D. B. Lewis . . . . .	H. C. Turner & Co.	
15 H.D.	Brown orsa Lambert v. Brown ors. Lambert and Hunt . . . . .	A. C. Buckmaster.		
16 W.D.	Pulham, E. v. Pulham, W. J. . . . .	Osborn & Osborn.		
17 H.D.	Wartmann v. Wartmann & Eaton . . . . .	A. Hammond.		
18 W.D.	Bourgein, H. L. v. Bourgein, O. L. . . . .	Turner & Co.		
19 H.D.	Metherell v. Metherell & Vanderwulf . . . . .	Busk & Co. . . . .		
20 H.D.	Turner, P. W. v. Turner, I. A. . . . .	Burn & Berridge. . . . .	M. H. Lewis.	
21 W.D.	Todd, M. J. v. Todd, W. . . . .	Grundy & Co. . . . .		
22 H.D.	Davis v. Davis & Bandy . . . . .	Taylor, Hoare & Co. . . . .	Mote & Son.	
23 W.D.	Litherland, E. A. v. Litherland, J.. . . .	Pritchard, Englefield & Co.		
24 H.D.	Gibbard v. Gibbard & Mitchell . . . . .	Loxley & Co.		
25 H.D.	Hampton v. Hampton & Richardson . . . . .	J. P. Budden. . . . .		
26 H.D.	Sams v Sams & Jenks . . . . .	R. W. Robinson.		
27 W.D.	Bashford, H. E. v. Bashford, W. . . . .	In Person.		
28 W.D.	Edwards, L. N. v. Edwards, S. J. . . . .	Light & Galbraith.		
29 H.D.	Nash v. Nash & Wilkinson . . . . .	A. E. Bale . . . . .	Ward, Bowie & Co.	
30 W.D.	Goodger, S. v. Coodyer, C. . . . .	In Person.		
31 H.D.	Stead v. Stead & Dennis . . . . .	Gibson & Weldon.		
32 H.D.	Smart v. Smart & Oliver . . . . .	In Person.		
33 W.D.	Webster, F. v. Webster, W. H. . . . .	Marsh & Co.		
34 W.D.	Gething, I. E. v. Gething, R. S. . . . .	Hare & Co.		
35 W.D.	Cheyney, F. v. Cheyney, J. W. . . . .	F. Marriott.		
36 W.D.	Pratt, E. G. v. Pratt, J.. . . .	F. Marriott.		
37 H.D.	Pagett v. Pagett & Young . . . . .	A. Hunt.		
38 H.D.	Skilton v. Skilton & Cocks . . . . .	Attree & Co.		
39 W.D.	Gompertz, E. v. Gompertz, R. S. . . . .	Cohen & Cohen.		

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
40	W.D. Loraine, J. v. Loraine, R.	Russell, Cooke & Co.		
41	H.D. Johnson v. Johnson & Brooke	Gribble & Co.		
42	H.D. Billingham v. Billingham & Mulley	H. A. Phillips.		
43	H.D. Carr, W. H. v. Carr, M. B.	Judge and Priestley.		
44	W.J.S. Ward, E. A. v. Ward, A. S.	W. H. Herbert.		
45	H.D. Leggett v. Leggett & Bellamy	Downer & Johnson.		
46	H.D. Dardia, P. J. v. Dardia, V.	Nunn & Co.		
47	W.D. Kay, M. A. v. Kay, A.	Rowcliffes & Co.		
48	W.D. Marius, J. A. v. Marius, E. L.	Harrison & Davies.		
49	H.D. Holland v. Holland & Harrison	H. A. Sims.		
50	W.J.S. Claydon, E. J. v. Claydon, M. A.	A. Toovey.		
51	W.D. Halkett, S. M. v. Halkett, H. C. G. G.	Timbrell & Deighton	Dowson & Co.	
52	H.D. Poppleton v. Poppleton & Marston	Woosnam & Smith.		
53	W.D. Jowett, L. v. Jowett, G. E.	Williams & Aldridge.		
54	H.D. Knight v. Knight & Shurtey	In Person.		
55	H.D. Heaketh v. Heaketh & Collett	Hallowes & Co.		
56	H.D. Daisley v. Daisley & Croot	Iliffe & Co.		
57	W.D. Bausche, E. v. Bausche, F.	In Person.		
58	H.D. Harris v. Harris & Pratlett	Eyre, Dowling & Co.		
59	W.D. Clarke, Emily v. Clarke, Edwin	Meredith & Co.		
60	W.D. Poppett, L. v. Poppett, J. G.	Martin & Co.		
61	W.D. Gay, A. M. v. Gay, V. H.	Engall & Co.		
62	H.D. Browning v. Browning & Bernard	J. E. Harris.		
63	H.D. Moore v. Moore & Annis	Hamlin & Co.		
64	W.D. Hall, M. F. v. Hall, F. G.	T. Beard.		
65	W.D. Way, L. v. Way, A. A.	In Person.		
66	H.D. Holland v. Holland & Smith	Stewart & Ainger.		
67	W.D. Jackson, R. R. v. Jackson, F. H.	H. B. Sadd.		
68	H.D. Moss v. Moss & Clarke	Boxall & Boxall.		
69	H.D. Ringrose v. Ringrose & Rhodes	A. Solomon.		
70	W.J.S. Walburn, F. v. Walburn, W. G.	Williamson, Hill & Co.		
71	H.D. Chilcott v. Chilcott & Dunn	Brooks, Jenkins & Co.		
72	H.D. Harrington v. Harrington & Smith	Ellis, Bickersteth & Co.		
73	H.D. Hall v. Hall & Braham	Savory & Co.		
74	H.D. Done v. Done & Hill	Chamberlayne & Short.		
<b>BEFORE THE COURT ITSELF—PROBATE AND DEFENDED DIVORCE.</b>				
1	P. (C. Worsley, dec. Vincent v. Worsley & ors.	Gedge & Co.	F. C. Matthews & Co. Ley & Co. Pears & Co.	
2	W.J.S. Burton, O. L. v. Burton, A. L.	Page & Scorer	Walker, Son & Field.	
3	P. (Vieweg, dec. Stitt & anr. v. Vieweg & ors.	Ranger & Co.	Maude & Tunnicliffe.	
4	W.D. Guthrie, G. S. v. Guthrie, R. G. (King's Proctor shewing cause)	Osbaldeston & Co.		
5	W.D. Gilbert, M. v. Gilbert, L.	J. D. Langton	A. Newton & Co.	
6	P. (Wooler, dec. Watson v. Wooler	Andrew Wood & Co.	A. Burn & Son. Howard & Son.	
7	H.D. Mason v. Mason, Kenyon and Appleton	Riddell & Co.	(S. H. Ackroyd. E. P. Trotman.	
8	W.D. Herring, M. J. v. Herring, W.	Aird & Co.	In Person.	
9	W.J.S. Jacobs, F. v. Jacobs, H. L.	H. L. Sydney	Stevenson & Couldwell.	
10	W.J.S. Hastings, C. M. C. v. Hastings, C. H.	G. J. Fowler		
11	P. (Aylwin, dec. Aylwin v. Aylwin	Wakeford & Co.	Lewis & Lewis.	
12	P. (Brisco, dec. Brisco v. Baillie-Hamilton & ors.	Royds & Rawstoner.	Young, Jones & Co.	
13	H.D. Precious v. Precious, Hancock and Boston	Morris & Bristow	F. P. Suthery	F. P. Suthery for Hancock.
14	W.D. Paine, E. D. v. Paine, C. H.	Norris & Norris	Keen & Rogers.	
15	W.D. Spiers, F. v. Spiers, H. F. S. S.	Gregson & Co.	Neve & Co.	
16	H.D. Thacker v. Thacker & Porter	W. H. Armstrong	F. S. Saunt	Everett & Hodgkinson.
17	P. (Morgan, dec. Jones v. Morgan & ors.	Simmons & Simmons	Wrentmore & Son.	
18	H.D. Jahr v. Jahr & Berdoe	Oswald, Hansom & Co.	J. J. Chapman	In Person.
19	P. (Webb, dec. Webb v. Merry & ors.	E. W. Reeves	The Official Solicitor.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
20 H.D.	Dawson v. Dawson & Hopton . . . . .	Sugden & Harford . . . . .	Howard & Son.	
21 H.D.	Gough v. Gough & Robinson . . . . .	Sayle & Co. . . . .	Needham & Co.	
22 H.D.	Hudson v. Hudson & Scott . . . . .	R. W. Beckwith . . . . .		C. Robinson & Co.
23 W.J.S.	Betts, R. v. Betts, F. . . . .	Woodcock & Co. . . . .	Stan'ley, Evans & Co.	
24 W.D.	Dartnell, L. v. Dartnell, T. . . . .	Hanson & Co. . . . .	W. H. Dees.	
25 W.J.S.	Broadfoot, H. v. Broadfoot, J. D. . . . .	Hollams & Co. . . . .	Murray, Hutchins & Co.	
26 H.D.	Bossons v. Bossons & Hewitt . . . . .	Chester & Co. . . . .	Purkis & Co.	
27 W.D.	Holdsworth, J. v. Holdsworth, D. . . . .	S. H. Ackroyd . . . . .	Belfrage & Co.	
28 P.	{ Glubb, dec.		{ Crowders, Vizard & Co.	
29 W.J.S.	{ Vaughan & ors. v. Clark & ors.	Woodcock & Co. . . . .	{ Stow, Preston & Co.	
30 P.	{ Burr, E. J. v. Burr, W. . . . .	Maples & Co. . . . .	A. Puleston.	
31 P.	{ Roder, dec.	A. Double . . . . .	R. Voss.	
32 H.D.	{ Roder v. Prince & ors. . . . .	Guscotte & Co. . . . .	Busk & Co.	
33 H.D.	{ Finimore, dec.	H. R. Sadd . . . . .	Humphreys & Son . . . . .	Humphreys & Son.
34 H.D.	{ Pyle v. Finimore . . . . .	J. Mills . . . . .	L. S. Saunt . . . . .	L. S. Saunt.
	Cole v. Cole & Jackson . . . . .	Busk & Co. . . . .	H. A. Maude. . . . .	H. A. Maude.
	Bennett v. Bennett & Broady . . . . .			
	Adams v. Adams & Mills . . . . .			
<b>COMMON JURIES.</b>				
1 H.D.	Knight v. Knight & Guildford . . . . .	Oswald & Co. . . . .	{ A. J. Grinstead.	
2 P.	{ Holliwell, dec.		{ Venn & Woodcock.	
3 H.D.	{ Cotton v. Cotton . . . . .	Hare & Co. . . . .	E. J. Q. Magga.	
4 H.D.	Roberts v. Roberts, Foulkes & Jones . . . . .	Huntley & Son . . . . .	T. D. Jones . . . . .	T. D. Jones for Jones.
5 H.D.	Tomlinson v. Tomlinson & Wilmot . . . . .	Ward & Co. . . . .		Kingsford & Co.
6 P.	{ Everest, dec.	In Person.		
7 H.D.	{ Everest v. Kemp & ors. . . . .	R. Devereux . . . . .	Howard & Shelton.	
8 P.	{ Taylor v. Taylor & Davis . . . . .	Smith & Hudson. . . . .	{ Claude, Lumley & Co.	
9 W.D.	{ Wright, dec.		{ Collyer-Bristow & Co.	
10 H.D.	Bamford v. Wright . . . . .	Mason & Co. . . . .	Griffith & Gardiner.	
11 H.D.	Dorrington, E. v. Dorrington, H. . . . .	Dunn & Co. . . . .	Tyrrell & Son.	
12 P.	Spink v. Spink, Benson & Darwent . . . . .	Smith & Hudson. . . . .	In Person. . . . .	{ Benson in Person.
13 H.D.	Wade v. Wade & Mitchell . . . . .	Palmer & Robinson . . . . .	Wood & Wotton . . . . .	{ Mc Diarmid & Hill
14 H.D.	{ Chaplin, dec.			{ for Darwent.
	Facer v. Chaplin . . . . .	Bridges, Sawtell & Co. . . . .	Crosse & Sons.	Wood & Wotton.
	Farrar v. Farrar & Harper . . . . .	O. Edmonds.		
	Williams v. Williams & Connor . . . . .	J. Haynes . . . . .	Evans, Randall & Co.	Evans, Randall & Co.
<b>SPECIAL JURIES.</b>				
1 W.J.S.	Harland v. Harland . . . . .	T. D. Dutton . . . . .	Scott & Co.	
2 W.D.	H.D. Harland v. Harland & Acheson . . . . .	Scott & Co. . . . .	T. D. Dutton.	
3 P.	Chambers v. Chambers (Hartland intervening) . . . . .	F. F. Palmer . . . . .	Lewty & Co. . . . .	Prior & Co. for Inter-
4 H.D.	{ Aldridge, dec.			vener.
5 P.	{ Aldridge & anr. v. Aldridge.	P. W. Chandler . . . . .	Gibson, Usher & Co.	
6 H.D.	Boston v. Boston & Temple . . . . .	Monro & Co. . . . .	Lawson & Co. . . . .	Lawson & Co.
7 P.	{ Crabtree, dec.			
8 H.D.	{ Crabtree v. Wadsworth . . . . .	Burton & Co. . . . .	F. H. White.	
9 P.	{ Kidley, dec.			
10 H.D.	{ Wild v. Kidley & anr. . . . .	Campion & Co. . . . .	Stow, Preston & Co.	
11 H.D.	Cleife v. Cleife & Bingham . . . . .	Law & Worssam . . . . .	Bower & Co. . . . .	in Person.
12 H.D.	Lancaster v. Lancaster & Lancaster . . . . .	Waller & Son . . . . .	{ Moon & Co.	
13 P.	{ Gill, dec.		{ B. W. Parker.	
14 W.J.S.	Trustees, Exors, and Securities Corpn. v. Gill . . . . .	W. W. Box . . . . .	T. L. Yates.	

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Causes before Court itself—Undefended . . . . .	74
Causes before Court itself—Defended . . . . .	34
Common Juries . . . . .	14
Special Juries . . . . .	9

Total Actions and Causes . . . . . 131



PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
<b>MICHAELMAS, 1899.</b>				
1	W.J.S. Green, A. E. v. Green, E. W. 469. . . (def.)	Jennings, Son & Allen.	C. W. Marriott.	
2	H.D. Vizard v. Vizard & Griffiths. 19978 . . (C.J.)	Riddell & Co. . .	Ward, Bowie & Co. . .	H. Jacobs.
3	H.D. Barclay v. Barclay & Chetwynd . . . (S.J.)	Gedge, Kirby & Millett.	{ Long & Gardner. Wontner & Sons. (G. W. Wallis.	
<b>MICHAELMAS, 1900.</b>				
4	W.J.S. Graves, M. A. v. Graves, H. . . . (def.)	H. A. Sims . . .	Ford & Ford.	
5	{ H.B. C.R. } Getty, W. v. Getty, C. B. . . . (def.)	Buak, Mellor & Co. . .	T. B. & W. Nelson.	
6	W.D. Greaves, E. M. K. C. v. Greaves, C. J. (def.) stayed	W. L. Walker . . .	In Person.	
7	H.D. Clarke v. Clarke & Page . . . (def.) stay sec.	Windsor & Co. . .	R. P. H. Watts . . .	J. Morley.
8	H.D. Hughes v. Hughes, Taubflichen and Bayer . (def.)	C. V. Young & Co. . .	Lewis & Lewis.	
9	W.D. Phillips, L. M. v. Phillips, A. E. . . . (undef.)	Andrews & Andrews.		
10	H.N. Birch v. Birch orse. Howarth . (in camera) stay sec.	E. Fitz-Gerald . . .	H. B. Sewell.	
11	W.J.S. Hawkins, A. E. v. Hawkins, J. S. R. . . (undef.)	Dunns, Baker & Co. .	Preston, Stow & Co.	
12	W.J.S. Spurr, M. W. v. Spurr, M. B. . . . (undef.)	In Person.		
13	W.J.S. White, M. F. v. White, F. J. . . . (C.J.)	Walker & Rowe . . .	Blair & Girling.	
14	W.D. Theobald, E. E. v. Theobald, A. G. . . (def.)	Biggs, Roche & Co. .	Cameron & Co.	
15	H.D. Craymer v. Craymer & Williams . (C.J.) stay sec.	T. D. Jones . . .	Stewart & Ainger.	
16	H.D. Lines v. Lines & Thorp . . . (def.) stay sec.	Smiles & Co. . . .	H. A. Sims . . .	H. A. Sims.
17	H.D. Sturgees v. Sturgees & Laphorne . (def.) stay sec.	Apps & Son . . .	W. H. Curtis.	
18	W.J.S. Lloyd-Roberts, F. G. M. v. Lloyd-Roberts, G. H. (def.)	T. White & Sons. . .	Soames & Co.	
19	W.J.S. McAvoy, V. v. McAvoy, F. W. . . . (def.)	W. H. Armstrong . .	Wells & Son.	
20	W.J.S. Dickinson, M. v. Dickinson, J. F. . . (C.J.) stayed	J. A. Whitehead . . .	Marsden & Son.	
21	{ W.B. C.R. } Grant, H. M. v. Grant, J. . . . (def.)	H. E. Moojen. . . .	Howard & Shelton.	
22	W.D. Warwick, J. F. v. Warwick, G. J. . . . (def.)	Turner & Co. . . .	Colyer & Colyer.	
23	W.J.S. Bennett, R. M. v. Bennett, J. M. . . . (def.)	J. K. Torkington. . .	F. A. S. Stern.	
24	{ W.B. C.R. } Armitage, C. E. v. Armitage, F. . . . (def.)	Woodcock & Co. . .	Ayrton, Biscoe & Co.	
<b>MICHAELMAS, 1901.</b>				
25	H.D. Rutherford v. Rutherford & Jennings (def.) stay sec.	Cree & Son . . .	Pye & Parrott.	
26	W.D. Krause, M. J. F. E. v. Krause, J. G. W. (def.) stayed	Goldberg & Co. . . .	Woodsnam & Smith.	
27	H.D. Tittley v. Tittley & Walsh . . . (def.) stay sec.	A. Syrett . . . .	Stewart & Ainger.	
28	H.D. Goodwin v. Goodwin & Bentley . . . (C.J.)	Osborn & Osborn. . .	H. Mear. (Sharpe, Parkers & Co.	
29	W.D. West, A. E. v. West, E. J. W . . . (undef.)	G. B. W. Digby.		
30	W.D. Wright v. Wright, Moutrie & Dark . cited (def.)	Colyer & Colyer . . .	H. Rumney . . .	F. Cherry for Moutrie.
31	W.J.S. Hulme, E. E. M. v. Hulme, A. E. . . . (undef.)	Prior & Co.		
32	W.J.S. Martin, J. H. v. Martin, A. J. . . . (def.)	Osborn & Osborn . .	Plunket & Leaver.	
33	W.J.S. Lyles, S. v. Lyles, F. . . . . (def.)	Chester & Co. . . .	Helder, Roberts & Co.	
34	W.D. Orton, F. v. Orton, W. E. . . . . (S.J.)	Lewis & Lewis . . .	Peacock & Goddard.	
35	W.D. Barry, K. V. M. v. Barry, J. H. . . . (def.)	Booth & Smees . . .	Harcourt & Co.	
36	H.D. Evans v. Evans & Dorling . . . (C.J.) stay sec.	Upton & Britton . .	Stewart & Ainger.	
37	W.J.S. Marsland, A. v. Marsland, F. . . . (def.)	Hewitt & Urquhart .	Bowcliffes & Co.	
38	W.D. Fisher, E. S. v. Fisher, A. E. . . . (undef.) stay com.	Osborn & Osborn.		
39	H.N. Yules v. Yules orse. Solomon . . . (def.) stay sec.	Hamlin & Co. . . .	A. Solomon.	
40	H.D. Wales v. Wales & Fenton . . . (def.) stay sec.	Hanne & Son. . . .	W. N. M. Scuttis.	
41	H.D. Phillips v. Phillips & Campbell . . (def.) stay sec.	Headley & Roberts . .	Chapman & Stonehouse.	
42	H.D. Dürrschmidt v. Dürrschmidt & Fischer (C.J.) stay sec.	Lee, Ockerby & Co. . .	H. H. Price . . .	H. H. Price
43	H.D. McGill v. McGill & Lees . . . (C.J.) stay sec.	W. L. Walter . . . .	Smiles & Litchfield.	
44	H.D. Goodwin v. Goodwin, White & Smith (S.J.) stay sec.	Everett & Hodgkinson	J. B. & F. Purchase .	L. Stroud for White.
45	H.D. Hulín v. Hulín & Evans . . . . (undef.)	Judge & Priestley.		

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
46 H.D.	Griffiths, W. P. v. Griffiths, C. . . . (S.J.)	Wool & Sons . . .	Grant, Bulcraig & Co.	
47 { W. R. C. R. }	Archer, A. E. v. Archer, A. J. . . . (def.)	F. A. S. Stern . . .	Osborn & Osborn.	
48 W.D.	Dering, E. A. v. Dering, D. N. B. . . . (und.)	Bate & Co.		
49 H.D.	Le Voi v. Le Voi & Applewhaite . . . (def.) stay sec.	E. Le Voi. . . .	Fallows & Rider.	
50 H.D.	Jackson, E. F. v. Jackson, I. . . . (def.) stay sec.	Rowe & Maw. . . .	Bachelor & Cousins.	

**HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

*ADMIRALTY.—TRINITY SITTINGS, 1902.*

**ACTIONS FOR TRIAL.**

Ship "AHMADI"	Ship "GERMANIA"	55 Ship "MONTBARS"
"ALMA"	"HARLINGTON"	"NEWINGTON"
"ALVARES CABRAL"	30 "HERCULES"	"NUMIDIA"
"ARRACAN"	"HERMES"	"OLE BULL"
"ASSUNTA"	"HEROJ"	"ONYX"
"AUNIS"	"DITTO"	60 "POPLAR"
"BALLOCHBINE"	"HERSCHELL"	"PERSEVERANCE"
"BEECHGROVE"	35 "IBIS"	"QUEEN OLGA"
"BENMOHR"	"ILOS"	"DITTO"
"BIRKHAL"	"IXIA"	"BEGENSTEIN"
"BOILEAU"	"J. W. WENDT"	65 "ROTTERDAM"
"BORDEER KNIGHT"	"KHARTOUM"	"SANCKI MARU"
"BRATOR"	40 "KINGSWOOD"	"SHANDON"
"BUCKINGHAM"	"KONIG WILLEM I."	"SLIEVE BAE"
"COBDILLERAS"	"LADY TENNANT"	"SOESTDYK"
"DITTO"	"LAKE MICHIGAN"	70 "SURREY"
"CERES"	"LAMIA L."	"SUSSEX BELLE"
"CHILI"	45 "LANCHESTER"	"SCOTLAND"
"COMMERCIAL"	"LANGLEY"	"TERGESTE"
"CONISTON"	"LEALTA"	"THORSTEN"
"DALTON HALL"	"DITTO"	75 "TRUDA"
"DANA"	"LIGURIA P."	"UMTATA"
"DILKERA"	50 "LOCH RYAN"	"VERA"
"DUKE OF BUCKINGHAM"	"LARGO BAY"	"VILLE DE ST. NAZAIRE"
"ERICA"	"MANUNIA"	"WELLGUNDE"
"GARLAND AND ALICE"	"MARPESSA"	"WYANDOTTE"
"GEMMA"	"MUNIFICENT"	81 "ZARA"

**APPEALS TO THE DIVISIONAL COURT.**

Ship "ACHILLES"	Ship "STATTER V. THOMASON"
"GRECIAN"	"ROVER"

**SUMMARY.—**Actions for Trial . . . 81; Appeals to Divisional Court . . . 4—Total . . . 85.

**MEMORANDUM.—**No complete List of Actions to be tried in this Division during Trinity Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

**COUNCIL OF LEGAL EDUCATION.**

*TRINITY EXAMINATION, 1902.*

**GENERAL EXAMINATION OF STUDENTS OF THE  
INNS OF COURT,**

*Held at Lincoln's Inn Hall, 12th, 13th, 14th, 15th and 16th May,  
1902.*

**FINAL EXAMINATION.**

**CLASS I.**

Cockle, Ernest, Gray's Inn.  
Hewart, Gordon, Inner Temple.  
Knight, Henry, Middle Temple.  
Studentship of 100 guineas a year, tenable for three years.

Tebbs, Herbert Louis, Gray's Inn.  
Wheatley, Ferdinand Morrey, Middle Temple.  
Certificates of Honour.

**NOTE.—**The Studentship would have been awarded to Mr. Cockle had he not been disqualified by age.

## CLASS II.

Abdullatif, Abdullatif Camrudin, Gray's Inn.  
 Downing, Stanford Edwin, Lincoln's Inn.  
 Greenfield, Thomas Joseph Martineau, Lincoln's Inn.  
 Harnedy, Michael John, Lincoln's Inn.  
 Headley, Robert Hollowell, Middle Temple.  
 Hurst, Gilbert Harrison John, Lincoln's Inn.  
 Jones, Robert Leatham, Inner Temple.  
 Knox, Stuart George, Middle Temple.  
 Neill, John William, Lincoln's Inn.  
 Nixon, Richard, Gray's Inn.  
 Palmer, Herbert Richmond, Middle Temple.  
 Prasad, Jwala, Lincoln's Inn.  
 Raeburn, William Norman, Middle Temple.  
 Trickett, Wilfrid Richard, Middle Temple.  
 Walker, Joseph, Lincoln's Inn.  
 Wason, Rigby, Middle Temple.  
 Watt, Ernest Alexander Stuart, Inner Temple.

## CLASS III.

Ahsan-ul-Haq, Lincoln's Inn.  
 Ali, Syed Amir, Inner Temple.  
 Ali, Syed Mustafa, Middle Temple.  
 Anwer, Ali Hussain Mohamed, Gray's Inn.  
 Atkinson, Evelyn Leigh, Middle Temple.  
 Bacon, Alban Francis Langley, Inner Temple.  
 Bahree, Amin Chand, Lincoln's Inn.  
 Beachcroft, Philip Maurice, Inner Temple.  
 Belilios, Raphael Emanuel, Middle Temple.  
 Bell, Edward Scott Moberley, Inner Temple.  
 Bhabha, Jehangir Hormasji, Lincoln's Inn.  
 Bomanji, Framroze Ratanji, Gray's Inn.  
 Bose, Sudhansu Mohan, Gray's Inn.  
 Boyle, Edward Gurney, Inner Temple.  
 Brigstocke, George Robert, Inner Temple.  
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 Carr, Cecil Thomas, Inner Temple.  
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 Chaudhuri, Amiya Nath, Lincoln's Inn.  
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 Coka, George Herbert, Middle Temple.  
 Crane, Lucius Fairchild, Middle Temple.  
 Devenish, Henry Noel, Lincoln's Inn.  
 Erie, Christopher, Inner Temple.  
 Evans, William John, Gray's Inn.  
 Fenelon, John Joseph, Middle Temple.  
 Fildes, Frederic Luke Val, Inner Temple.  
 Garrett, John Henry, Middle Temple.  
 Geddes, James Richard Congreve Hildebrand, Inner Temple.  
 Ghose, Akhaya Kumara, Inner Temple.  
 Ghose, Hem Chandra, Gray's Inn.  
 Grissell, Thomas de la Garde, Inner Temple.  
 Gupta, Satish Chandra, Gray's Inn.  
 Healy, John Crichton, Gray's Inn.  
 Henderson, Ian Macdonald, Lincoln's Inn.  
 Horne, Frank Mansfield, Gray's Inn.  
 Hunter, Thomas Mansfield, Inner Temple.  
 Hyder, Mohammad Wahajuddin, Middle Temple.  
 Jevons, Thomas Seton, Inner Temple.  
 Kamodia, Matilal Chhotalal, Gray's Inn.  
 Lawrence, Alfred Clive, Middle Temple.  
 Le Conte, Jules Louis, Middle Temple.  
 Maude, Ralph Alexander, Middle Temple.  
 Maxwell, William George, Inner Temple.  
 Nai Chote, Inner Temple.  
 Naug, Babindra Kumar, Gray's Inn.  
 Navalkar, Moreahwar Vina Yak, Inner Temple.  
 Peake, Edward Gordon, Lincoln's Inn.  
 Pearson, Herbert Grayhurst, Inner Temple.  
 Pickering, George Hunter, Inner Temple.  
 Pillai, Govindan Paramaswaran, Middle Temple.  
 Raj, Samuel Thomas, Gray's Inn.  
 Ram, Sant, Lincoln's Inn.  
 Sconce, Herbert William, Inner Temple.  
 Surridge, Charles William West, Inner Temple.  
 Tarachand, Jamshod Karshedji, Gray's Inn.  
 Tindal-Atkinson, Edward Hale, Middle Temple.  
 Tripp, Harold Chamier, Middle Temple.

Wetton, Ernest Devan, Middle Temple.  
 Wyld, Claude Bolton, Inner Temple.  
 Yearwood, Charles Edward, Inner Temple.  
 Yehya, Shaikh Mohummud, Middle Temple.

Examined, 102. Passed, 84.

Abdullatif, Abdullatif Camrudin, Gray's Inn.  
 The Barstow Law Scholarship.

Two Candidates were ordered not to be admitted for examination again until the Hilary Examination, 1903.

The following Students passed in *Roman Law* :—

## CLASS I.

Cockle, Ernest, Gray's Inn.  
 Outhbertson, Thomas, Inner Temple.

## CLASS II.

Belloc, Hilaire Joseph Peter René, Gray's Inn.  
 Du Croz, Charles Frederick, Middle Temple.  
 d'Unienville, Louis Arthur Roger Marrier, Middle Temple.  
 Gomez, Frederick Isidore, Middle Temple.  
 Gwynn, John Crowther, Inner Temple.  
 Ibrahim, Abou-el-Magd, Inner Temple.  
 Isitt, Sidney Frederick, Middle Temple.  
 Jago, William, Lincoln's Inn.  
 Kidd, Hugh Lionel, Middle Temple.  
 Nabarro, David Nunes, Inner Temple.  
 Seton, Christopher Elphinstone, Lincoln's Inn.

## CLASS III.

Bhattacharji, John Purna Chandra, Gray's Inn.  
 Bishop, Frederick John, Lincoln's Inn.  
 Bower, George Frederick, Inner Temple.  
 Brand, Hon. Robert Henry, Inner Temple.  
 Brownsword, Harry, Inner Temple.  
 Cottingham, Edward Roden, Inner Temple.  
 Dobson, Bernard Patrick, Inner Temple.  
 Edwards, David, Gray's Inn.  
 Gathorne-Hardy, Geoffrey Malcolm, Inner Temple.  
 Hall, John Edward Kenyon, Inner Temple.  
 Hannah, John Campbell, Inner Temple.  
 Hartley, David Harvey Johann, Middle Temple.  
 Hartree, Cyril, Lincoln's Inn.  
 Herbert, John Selwood, Middle Temple.  
 Just, Albert Wolfgang, Gray's Inn.  
 Lopez, Adolph Eugene, Middle Temple.  
 Loyd, Lewis, Frederic Innes, Inner Temple.  
 Lyons, James George, Middle Temple.  
 Marshall, Philip Twells, Inner Temple.  
 Mehra, Nehal Chand, Lincoln's Inn.  
 Merriman, Frank Boyd, Inner Temple.  
 Monro, Harold Edward, Lincoln's Inn.  
 Naug, Rabindra Kumar, Gray's Inn.  
 Nicholls, Harold Alfred Alford, Lincoln's Inn.  
 Nichols, Reginald Hugh, Gray's Inn.  
 O'Shaughnessy, Nelson Jarvis Waterbury, Inner Temple.  
 Parr, Robert Thurstan Leyland, Inner Temple.  
 Parry, Ernest John, Gray's Inn.  
 Powers, Clifford Stickney, Inner Temple.  
 Senanayake, Frederick Richard, Lincoln's Inn.  
 Voules, Arthur Blennerhassett, Inner Temple.  
 Wills, Victor Butler, Middle Temple.  
 Woodward, Robert, Junr., Inner Temple.  
 Young, Edward Hilton, Lincoln's Inn.

Examined, 73. Passed, 47.

One Candidate was ordered not to be admitted for examination again until the Hilary Examination, 1903.

The following Students passed in *Constitutional Law and Legal History* :—

## CLASS I.

Cockle, Ernest, Gray's Inn.  
 Hills, Reginald Playfair, Inner Temple.

## CLASS II.

Booth, Sydney Russell, Lincoln's Inn.  
 Brand, Hon. Robert Henry, Inner Temple.

Bridge, Eric Andrew, Lincoln's Inn.  
 Cammiade, Louis Aimé, Middle Temple.  
 Chryssafinis, Nicholas George, Middle Temple.  
 Crane, Lucius Fairchild, Middle Temple.  
 Ellis, Henry Guysulf Bertram, Lincoln's Inn.  
 Elphinstone, Lancelot Henry, Lincoln's Inn.  
 Hakim, Abdul, Gray's Inn.  
 Hanson, Phillip Herbert, Middle Temple.  
 Hossain, Sheikh Shahid, Middle Temple.  
 Marks, Harry Cecil, Inner Temple.  
 Solomon, Lawrence, Lincoln's Inn.  
 Stevens, Frederick Guy, Inner Temple.

## CLASS III

Alabaster, Chaloner Grenville, Inner Temple.  
 Azhar, Syed Ali, Middle Temple.  
 Bailey, George William, Inner Temple.  
 Barker, Cecil Charles, Lincoln's Inn.  
 Bwen, Francis Moull, Storer, Gray's Inn.  
 Bower, Thomas, Lincoln's Inn.  
 Burrows, Charles Lionel, Lincoln's Inn.  
 Chéron, André, Lincoln's Inn.  
 Churchill, Gordon Seton, Inner Temple.  
 Clinch, Frederick Arnold, Middle Temple.  
 Cox, Leslie Colville, Inner Temple.  
 Dorman, Bedford Lockwood, Inner Temple.  
 Dunbar, James, Lincoln's Inn.  
 Elahi, Mohammed Fazal, Lincoln's Inn.  
 Eli, Charles Bower Radclyffe, Inner Temple.  
 Fenton, Arthur Wallington, Middle Temple.  
 Garaway, Garnet Wells, Lincoln's Inn.  
 Gibbon, Edward Llewellyn Lloyd, Inner Temple.  
 Goodhart, Ernest Frederick, Inner Temple.  
 Gubbins, Charles Frederick Ross, Inner Temple.  
 Hannen, James Archibald Winsland, Inner Temple.  
 Healy, John Crichton, Gray's Inn.  
 Hillier, Francis Marshall, Lincoln's Inn.  
 Howard, Algar Henry Stafford, Middle Temple.  
 Kingsbury, George Chadwick, Middle Temple.  
 Lincoln, John Belrouth, Inner Temple.  
 Lyons, James George, Middle Temple.  
 Maclean, Allan Somerset Hope, Middle Temple.  
 Marshall, Arthur Harold, Gray's Inn.  
 Moss, Frederick Wood Collins, Inner Temple.  
 Orr, John Wellesley, Middle Temple.  
 Beyntiens, Nicholas Serge, Inner Temple.  
 Sawhny, Bodh Raj, Lincoln's Inn.  
 Silley, Reginald John, Gray's Inn.  
 Singh, Autar, Lincoln's Inn.  
 Thomas, Leonard Rhys, Middle Temple.  
 Waley-Cohen, Charles, Inner Temple.  
 Walker, Joseph, Lincoln's Inn.  
 Watt, Ernest Lorraine, Inner Temple.  
 Whyte, Charles Graham, Inner Temple.  
 Wood-Smith, Henry Stephen, Lincoln's Inn.  
 Yates, Joseph Mervyn St. John, Inner Temple.  
 Yearwood, Charles Edward, Inner Temple.

Examined, 82. Passed, 59.

The following Students passed in *Evidence, Procedure Civil and Criminal*, and *Criminal Law*.

## CLASS I.

Cockle, Ernest, Gray's Inn.  
 Holms, John Mitchell, Inner Temple.

## CLASS II.

Abdullatif, Abdullatif Camrudin, Gray's Inn.  
 Atkinson, Robert Hugh Montgomery Buddle, Middle Temple.  
 Bailey, George William, Inner Temple.  
 Coe, Frederick Augustus, Middle Temple.  
 Dorman, Bedford Lockwood, Inner Temple.  
 Dudley-Ward, William, Inner Temple.  
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 Jardine, William Ellis, Middle Temple.  
 Michelin, William Plunkett, Middle Temple.  
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 Turner, Alexander Kingsley, Middle Temple.  
 Williams, Ralph Augustin, Inner Temple.

## CLASS III

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 Blake, Henry Harvey, Lincoln's Inn.  
 Bödeker, Albert William, Middle Temple.  
 Botry-Pigott, Dayrell, Middle Temple.  
 Burrows, Charles Lionel, Lincoln's Inn.  
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 Combe, Robert George Nicholson, Middle Temple.  
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 Croysdale, John Hawkshaw, Inner Temple.  
 Dalzell, Lord, Inner Temple.  
 Davies, Francis Abaja Orumuku, Middle Temple.  
 Dibb, Christopher Ernest, Lincoln's Inn.  
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 O'Brien, Hon. Donough, Inner Temple.  
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 Walker, Joseph, Lincoln's Inn.  
 Walter Spephen, Lincoln's Inn.  
 Wing, Tycho, Inner Temple.  
 Woodward, Robert, Junr., Inner Temple.  
 Wooll, Edward, Inner Temple.  
 Yearwood, Charles Edward, Inner Temple.

Examined, 81. Passed, 57.

One Candidate was ordered not to be admitted for examination again until the Hilary Examination, 1903.

By Order of the Council,

(Signed)

MACNAGHTEN,

Chairman.

COUNCIL CHAMBER,  
 LINCOLN'S INN.

27th May, 1902.

## APPOINTMENT.

May 23. The KING has been pleased to give directions for the appointment of Alfred George Lascelles, Esq. (King's Advocate, Cyprus), to be Attorney-General of the Island of Ceylon.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

John William Price, John Sydenham Francis, and Spencer Bernard Kendall (Kendall, Price & Francis), Solicitors, 61 Carey Street, by mutual consent as from September 29, 1901. The said business will in future be carried on by J. W. Price and S. B. Kendall under the style aforesaid.

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HOUSE OF LORDS.—No. 5. SESSION 1902.

List, as far as possible, of EFFECTIVE Causes only.

CAUSES STANDING FOR HEARING.

Farquharson Brothers and Company v. J. King and Company . . . . .	England.
Bartlett v. Volkman and Others. (Under Compromise) . . . . .	England.
County Council of County of Lanark v. Glasgow Court-houses Commissioners . . . . .	Scotland.
Alexander Rennie and Son v. Henry Ness and Company, Limited . . . . .	Scotland.
Steamship "Balmoral" Company, Limited v. Marten . . . . .	England.
West India and Panama Telegraph Company, Limited v. Cuba Submarine Telegraph Company, Limited . . . . .	England.
Bain and Others v. Bain and Others (ex parte as to certain Respondents) . . . . .	Scotland.
Ito Syndicate, Limited v. Wyler . . . . .	England.
Anglo-Argentine Live Stock and Produce Agency, Limited v. Westoll . . . . .	England.
Markham v. Wernher, Beit and Company . . . . .	England.
Reeve v. Lisle and Others . . . . .	England.
London and Westminster Bank, Limited v. Smith . . . . .	England.
Macoun v. Erskine, Oxenford and Company . . . . .	England.
Castaneda and Others v. Clydebank Engineering and Ship-building Company, Limited and Others . . . . .	Scotland.
Caledonian Railway Company v. Davidson and Others . . . . .	Scotland.
Dawson and Others v. Smart and Others . . . . .	Scotland.
Mason v. Ogden and Others . . . . .	England.
McFarlane v. Sir John Maxwell Stirling Maxwell . . . . .	Scotland.
Nottingham Permanent Benefit Building Society v. Thurstan . . . . .	England.
McCaig v. Kemp or Nelson and Others . . . . .	Scotland.
Weddington and Another v. Baumann and Others . . . . .	England.
Tubes, Limited v. Perfecta Seamless Steel Tube Company Limited . . . . .	England.
Earl of Home v. Lord Belhaven and Stenton et contra . . . . .	Scotland.
Dean and Chapter of Chester v. Lord Bishop of Chester and Another . . . . .	England.
Dublin United Tramways Company, Limited v. FitzGerald . . . . .	Ireland.
Wilson Brothers Bobbin Company, Limited, and Another v. Wilson and Company, Barnaley, Limited . . . . .	England.
London and North Western Railway Company v. Walker and Another . . . . .	England.

Capital and Counties Bank, Limited v. Gordon . . . . .	England.
Pelham Clinton v. Duke of Newcastle . . . . .	England.
Metropolitan Railway Company v. Great Western Railway Company and Others . . . . .	England.
Bradley and Another v. Carritt . . . . .	England.

CAUSES WAITING FOR JUDGMENT.

Edinburgh and District Water Trustees v. Clippens Oil Company, Limited . . . . .	Lord Chancellor. Lord Macnaghten. Lord Shand. Lord Brampton. Lord Robertson. Lord Lindley.
District Committee of Lower Ward of County of Lanark and Others v. Provost, &c., of Rutherglen . . . . .	Lord Chancellor. Lord Macnaghten. Lord Shand. Lord Davey. Lord Brampton. Lord Robertson. Lord Lindley.
Hilder and Others v. Dexter . . . . .	Lord Chancellor. Lord Shand. Lord Davey. Lord Brampton. Lord Robertson.
Janson v. Driefontein Consolidated Mines, Limited . . . . .	Lord Chancellor. Lord Macnaghten. Lord Shand. Lord Davey. Lord Brampton. Lord Robertson. Lord Lindley.

CLAIMS OF PEERAGE DEPENDING.

Norfolk (Earldom).  
Darcy de Knayth, Meynill and Fauconberg (Baronies).  
Taaffe (Claim to Vote).  
Poulett (Earldom).

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KENNEDY.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, June 9	Mr. Farmer	Mr. Church	Mr. King	Mr. Beal	Mr. W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Godfrey
Monday " 10	" King	" Groswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" R. Leach
Tuesday " 11	" Theed	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Jackson
Tuesday " 12	" W. Leach	" Groswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" Pemberton
Wednesday " 13	" Groswell	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Carrington
Thursday " 14	" Church	" Groswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" Beal

\* The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.



## INCORPORATED LAW SOCIETY.

## PRELIMINARY EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE PRELIMINARY EXAMINATION HELD ON THE 7TH AND 8TH MAY, 1902:—

Frederick Thomas Allen  
Horace Richard Andrews  
George Sydney Beirnsstein  
Herbert Thomas Bolingbroke  
John Weldon Bowker  
Thomas Ewart Hamer Bristow  
George Gordon Buckeridge  
William Buckley  
Harold Lindsey Buzzard  
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William James Palmer  
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Henry Arthur Dixon Watts  
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Charles Ashwin White  
Harold Forbes White  
Charles E. Wilks  
George Henry Wilson  
Guy Denis Wilson

By Order of the Council,

E. W. WILLIAMSON,

Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE,  
May 23rd, 1902.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

Cecil Dickinson and Charles Henry Keeveren (Dickinson & Keeveren), Solicitors, 22 and 23, Laurence Pountney Lane, Cannon Street, by mutual consent as from May 1. C. Dickinson will continue to practise as a solicitor, in partnership with George John Ball Stubbs, at the above address, under the firm of Dickinson & Stubbs.

Arthur James Livesey and Alexander William Ross, Solicitors, Manchester under the style of Livesey & Ross, and at Southport under the style of A. M. Gibb & Co., by mutual consent as from May 1.

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DATE.	EMERGENCY ROZA.	APPEAL COURT II.	MR. JUSTICE KEEWICK.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, June 16	Mr. Pemberton	Mr. W. Leach	Mr. Greswell	Mr. Godfrey	Mr. Jackson	Mr. Carrington	Mr. Farmer	Mr. Theed
Tuesday " 17	" Jackson	" Theod	" Church	" E. Leach	" Pemberton	" Beal	" King	" W. Leach
Wednesday " 18	" E. Leach	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" King
Thursday " 19	" Godfrey	" Theod	" Church	" E. Leach	" Pemberton	" Beal	" King	" Farmer
Friday " 20	" Beal	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" Church
Saturday " 21	" Carrington	" Theod	" Church	" E. Leach	" Pemberton	" Beal	" King	" Greswell

\* The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

LAND REGISTRY.

NOTICE.

Pending the erection of new Offices the work of the Middlesex Deeds Department of the Land Registry will, on and after Monday, the 16th of June, be carried on in the building in Bishop's Court, Chancery Lane, lately occupied by the Patent Office Library.

LAND REGISTRY.

The Land Registry will be Closed on the 26th, 27th, and 28th of June.

BY ORDER.

INNS OF COURT.

CALLS TO THE BAR.

TRINITY TERM, 1902.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

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TRINITY SITTINGS, 1902.

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DATE.	EMERSONY ROTA.	APPEAL COURT II.	MR. JUSTICE KEEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, June 23	Mr. W. Leach	Mr. Jackson	Mr. Theod	Mr. King	Mr. Beal	Mr. E. Leach	Mr. Church	Mr. Pemberton
Monday " 24	" Theod	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Groswell	" Jackson
Wednesday " 25	" Groswell	" Jackson	" Theod	" King	" Beal	" E. Leach	" Church	" Carrington
Thursday " 26	" Church	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Groswell	" Beal
Friday " 27	" Farmer	" Jackson	" Theod	" King	" Beal	" E. Leach	" Church	" Godfrey
Monday " 28	" King	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Groswell	" E. Leach

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## APPOINTMENT.

June 11. This day Sir John Winfield Bonser was, by His Majesty's Command, sworn of His Majesty's Most Honourable Privy Council, and took his place at the Board accordingly.

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ORDER OF COURT.

Monday, the 16th day of June, 1902.

I, HARDING STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice JOYCE (1902—J.—No. 418).

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## ANNUAL REPORT FOR 1901.

The following Report, together with a Financial Statement for the year ending 31st December last, is submitted by the Council to their Subscribers and to the Profession generally.

The amount received on Trading Account for subscriptions was 24,048*l.* 18*s.* 8*d.* as against 22,623*l.* 1*s.* received in 1900, being an increase of 1425*l.* 17*s.* 8*d.* Of the sum set down as having been received in 1901 on account of subscriptions, 180*l.* was due on account of the proceeds payable to the Council in respect of the sale of odd parts. There was a decrease of 26*l.* 18*s.* 8*d.* on the amount received for advertisements as compared with the previous year. The total receipts on Trading Account amounted to 24,167*l.* 19*s.* 3*d.*

The total expenditure was 23,880*l.* 7*s.* 6*d.* as against 21,858*l.* 7*s.* 4*d.* in 1900, showing an increase of 2022*l.* 0*s.* 2*d.* This increase is mainly due to the fact that last year a large sum (1980*l.* 14*s.* 3*d.*) was expended on the Decennial Digest, which was presented gratis to all Subscribers who had complied with the conditions laid down by the Council.

The net profit on trading amounted to 287*l.* 11*s.* 9*d.* as compared with 910*l.* 12*s.* 11*d.* in 1900.

In the Balance Sheet, the Securities held by the Council have been valued as at market price on the 31st December, 1901. There has been a decrease in the value of the Investments during the year of 887*l.*, thus converting the balance which existed to the credit of "Securities Fluctuation Account" on 31st December, 1900, to a debit balance of 275*l.* 18*s.* 8*d.* on 31st December, 1901.

The only change that has taken place in the constitution of the Council was that Mr. Robert Ellett having ceased to be President of the Incorporated Law Society, his seat on the Council is now filled by The Right Hon. Sir Henry H. Fowler, G.C.S.I., M.P., who succeeded Mr. Ellett in the office of President.

The Council have to record with great regret the death of Mr. Patrick F. Evans, their Secretary, who, upon the retirement of Mr. Hopwood in 1898, was appointed in his place. The Council cannot but lament the loss of one who had for four years identified himself with the business connected with the management of the Law Reports, and desire to bear testimony to the energy, industry, and courtesy with which he uniformly discharged his duties.

In conclusion, the Council desire to express to His Majesty's Judges, and to both branches of the Profession, their thanks for the aid afforded by them to the Editors and Reporters in the discharge of their several duties.

By Order,

(Signed) C. M. WARMINGTON,

*Chairman.*

COUNCIL ROOM, LINCOLN'S INN HALL,  
June 24th, 1902.

FINANCIAL STATEMENT, YEAR ENDING 31ST DECEMBER, 1901.

DR.		CR.	
1900.		1900.	
£	s. d.	£	s. d.
8,960	8 10	By Subscriptions :—	
		For 1901 Reports	£22,546 9 11
		" Reports prior to 1901	1,502 8 9
12,565	3 9	By Subscriptions :—	
312	14 9	Office Expenses :—	
		Salaries	12,518 0 0
		Rent, Rates, Stationery,	356 12 8
21,658	7 4	Postage, &c.	
		Balance, Profit on Trading for the year carried	
910	12 11	to Net Revenue Account.	£ 24,167 19 3
£22,769	0 3		

NET REVENUE ACCOUNT.

1900.		1900.	
£	s. d.	£	s. d.
31	12 8	To Income Tax	910 12 11
23,327	0 10	" Balance carried down	1,283 4 8
		" Surplus Revenue brought forward from last year	221 10 1
£23,358	13 6		
		By Profit on Trading for the year, brought from Trading Account	£ 25,088
		" Interest :— On Investments	£1,318 19 8
		" " Deposit	154 14 10
		By Balance brought down	25,088 14 0
		" Stock undeposited of, valued at the cost price of the printing, and becoming available when sold	5,616 15 6
			£ 30,673 9 6

BALANCE SHEET.

1901.		1900.	
£	s. d.	£	s. d.
10,261	6 0	To Subscriptions, 1902 Series, received to 31st December, 1901	£25,700 Metropolitan 3½
123	12 0	" Sundry Creditors	28,013 0 0
20,000	0 0	" Reserve Fund	£18,000 2½ per cent. Consols
30,673	9 6	" Balance of Net Revenue Account as above stated	16,920 0 0
£ 61,058	7 6		
		By Investments (at Market price), 31st December, 1901 :—	
		£25,700 Metropolitan 3½	28,013 0 0
		per cent. Stock	
		£18,000 2½ per cent. Consols	16,920 0 0
		Securities Fluctuation Account	
		Office Furniture	44,983 0 0
		Sundry Debtors	275 18 3
		Cash : At Bankers—	40 0 0
		On Current Account	1,585 13 9
		" Deposit Account	
		Petty Cash	8,657 0 0
		Stock in hands of Messrs. W. Clowes & Sons, Ltd., and their Agents in India, America, and the Colonies	5,616 15 6
			£ 61,058 7 6

We have examined the above Trading Account, Net Revenue Account and Balance Sheet with the Books and Vouchers of the Incorporated Council and Certificates as to the Securities from the Bank of England, and in our opinion the Accounts are correct and the Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Incorporated Council's affairs as shown by its books; and we hereby certify that all our requirements as Auditors have been complied with.

12th May, 1902.

Allowed and approved of,  
W. J. BROOKS { Auditor appointed by the  
Editors and Reporters.

(Signed) ALLEN, BIGGS, & CO., Chartered Accountants, 38, PARLIAMENT STREET, WESTMINSTER, S. W.



## STATUTES.

SESSION 1902—2 EDW. 7.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
3	<i>Agriculture and Technical Instruction (Ireland) Act, 1902.</i>	June 23 . . . .	Not specified.
4	<i>Loan Act, 1902 . . . . .</i>	June 23 . . . .	Not specified.

## LIST OF BUSINESS FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

JULY, 1902.

(The Sittings commenced on Tuesday, the 1st July, 1902, at half-past ten a.m.)

## INDIAN APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Ram Nundun Singh . . . v. Maharani Janki Koer . . .	Bengal . . . . .	3 June 1901	2 Apr. 1902	Claim by Appellant as lineal male heir to the Raja of Bettia to recover the <i>raj</i> from the Respondent, his widow; custom as to female succession; co-parcenary; limitation; effect of proceedings of East India Co.	A. . Morgan, Price Mewburn. R. . Sanderson, Ad- Lee & Eddis.
Ram Perahad Singh and Others . . . . . v. Lakhpatri Koer and Another	Bengal . . . . .	1 Oct. 1900	28 May 1902	Whether at the time of his death one Tiluckdhari and the Appellants constituted a joint undivided Hindu family, and Appellants are therefore entitled to recover certain properties from Respondents, Tiluckdhari's widows.	A. . Watkins & Le priere. R. . T. L. Wilson & C.
Baker Ali Khan . . . . . v. Anjuman Ara Begam and Another . . . . . Sadik Ali Khan . . . . . v. Anjuman Ara Begam and Another (Consolidated Appeals.)	Oudh . . . . .	2 Jan. 1901	5 June 1902	Whether the will of one Zaib-un-nissa was invalid, and if it was, whether the Respondents are entitled as heirs to succeed to her estate on an intestacy.	A. . Watkins & Le priere. R. . T. L. Wilson & C. A. . Watkins & Le priere. R. . T. L. Wilson & C.
Jagatpal Singh . . . . . v. Raja Jageshar Bakhsh Singh and Another . . .	Oudh . . . . .	1 Feb. 1901	18 June 1902	Title to the <i>taluga</i> of Darathpur; Oudh Estates Act (1 of 1869).	A. . Young, Jack- Beard & King R. . T. L. Wilson & C.

## COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
The Collector of Voters for the Electoral District of Vancouver City and The Attorney-General for British Columbia . . . . v. Tomey Homma and The Attorney-General for the Dominion of Canada . . .	British Columbia . .	3 June 1901	5 Mar. 1902	Whether an enactment providing that no Japanese shall have his name placed on the register of voters for any electoral district was <i>intra vires</i> of the Provincial Legislature; Provincial Elections Act (B.S. of B.C. 1897, c. 67); British North America Act, 1867. <i>Special leave to appeal granted.</i>	A. . Gard, Book Winterbotham. R. . S. V. Blake. Charles Russell Co.

Cause.	Whence.	Record received	Set down for Hearing.	Subject.	Solicitors.
The Dominion Cotton Mills Company, Limited, and Others . . . . . v. The General Engineering Company of Ontario, Limited . . . . .	Canada . . . . .	8 May 1901	27 Mar. 1902	Whether on the true construction of Sec. 8 of the Revised Statutes, c. 61, and 55 & 56 Vict. c. 24 (Canada), an action brought by Respondents against Appellants for an infringement of patent was rightly dismissed. <i>Special leave to appeal granted.</i>	A. . Bompas, Bischoff Dodgson, Coxe & Bompas. R. . S. V. Blake.
Archambault and Another . v. Archambault and Another .	Quebec . . . . .	15 Nov. 1901	23 May 1902	Validity of a will; alleged incapacity, fraud, and undue influence; concurrent judgments.	A. . } R. . } Simpson & Co.
Lambe and Another . . . v. Manuel and Others . . .	Quebec . . . . .	10 Oct. 1901	27 May 1902	Whether certain shares and other property passing under the will of one Gilmour were liable to succession duty under the Succession Duty Acts, 1892, 1894, and 1895 (Quebec).	A. . Charles Russell & Co. R. . Simpson & Co.
The Kensington Land Company and Others . . . . . v. The Canada Industrial Company . . . . .	Quebec . . . . .	22 Oct. 1901	5 June 1902	Whether the Respondent Company has an enforceable hypothecary charge on certain property belonging to the Appellant Land Company.	A. . Simpson & Co. R. . Bompas, Bischoff, Dodgson, Coxe & Bompas.
The Bank of Toronto . . . v. The St. Lawrence Fire Insurance Company . . .	Quebec . . . . .	2 Apr. 1902	11 June 1902	Whether the Appellant Bank as assignee of a fire policy issued by the Respondent Company is entitled to recover thereunder; allegations that the policy is void and the notice of assignment insufficient.	A. . Charles Russell & Co. R. . S. V. Blake.
The Imperial Bank of Canada . . . . . v. The Bank of Hamilton . . .	Canada . . . . .	10 Dec. 1901	13 June 1902	Whether Respondents are entitled to recover from Appellants a certain sum as having been paid under a mistake; alleged estoppel by negligence. <i>Special leave to appeal granted.</i>	A. . S. V. Blake. R. . Harrison & Powell.
Kieffer . . . . . v. Le Séminaire de Québec . Le Séminaire de Québec . v. Kieffer . . . . . ( <i>Appeal and Cross-Appeal consolidated.</i> )	Quebec . . . . .	16 Dec. 1901	17 June 1902	Whether, and, if so, to what extent, the Seminary is liable to Kieffer for damage alleged to have been suffered by him in consequence of certain works executed on property owned by the Seminary.	A. . S. V. Blake. R. . Simpson & Co. A. . Simpson & Co. R. . S. V. Blake.
The Ontario Mining Company, Limited, and The Attorney-General for the Dominion of Canada . . . v. Reybold and Others and The Attorney-General for the Province of Ontario . . .	Canada . . . . .	10 June 1902	18 June 1902	Title to certain lands and the precious metals therein; whether certain Letters Patent issued by the Dominion Government validly conveyed the title in fee; Indian Reserves; British North America Act, 1867. <i>Special leave to appeal granted.</i>	A. . Harrison & Powell, Charles Russell & Co. R. . S. V. Blake.
The Attorney-General for the Province of Ontario . v. The Attorney-General for the Province of Quebec . . .	Canada . . . . .	11 June 1902	20 June 1902	Claim by Quebec against Ontario in respect of "The Common School Fund"; whether claim within jurisdiction of the Board of Arbitrators appointed to settle the same. <i>Special leave to appeal granted.</i>	A. . S. V. Blake R. . Charles Russell & Co.

## PATENT CASE. (To be heard on Wednesday, the 23rd July, 1902.)

Matter.	Petition Lodged.	Subject.	Solicitors.	
Thompson's Patent . . . . (Mechanical fuse for causing explosion of shells, etc.)	19 April 1902	Extension of Letters Patent, dated the 22nd October, 1888, No. 15159.	Pet.	Moon, Gilks & Moon.

## JUDGMENTS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
The Commissioner of Trade and Customs . . . . v. R. Bell & Company, Limited (Heard 16 April, 1902. Present: Lords Macnaghten, Davey, Robertson, and Lindley, and Sir Ford North.)	New Zealand . . . .	29 Oct. 1901	21 Mar. 1902	Whether certain wax vestas were goods prohibited to be imported into the Colony and liable to forfeiture under the Patents, Designs and Trade Marks Act, 1889, and the Customs Laws Consolidation Act, 1892, of New Zealand.	A. . Mackrell, Maitland, Godlee & Quinry. R. . Ingle, Holmes & Sons.
Payne and Others . . . . v. The King . . . . . The King . . . . . v. Payne and Others . . . . (Appeal and Cross-Appeal consolidated). (Heard 3 and 4 June, 1902. Present: Lords Macnaghten, Davey, Robertson, and Lindley, Sir Ford North, and Sir Arthur Wilson.)	Victoria . . . . .	12 Nov. 1901	8 Apr. 1902	Whether the principal Appellants are liable, as executors, for probate duty in respect of three sums secured by mortgage deeds. Administration and Probate Act, 1890, and Real Property Act, 26 Vict. No. 9 (Victoria).	A. . Burton, Yeates & Hart. R. . Freshfield. A. . Freshfield. R. . Burton, Yeates & Hart.
The Bank of New South Wales . . . . . v. The Goulburn Valley Butter Factory Company Proprietary, Limited . . (Heard 4 and 5 June, 1902. Present: Lords Macnaghten, Davey, Robertson, and Lindley, Sir Ford North, and Sir Arthur Wilson.)	Victoria . . . . .	10 Sept. 1901	9 Apr. 1902	Whether the Appellant Bank is liable to the Respondents for certain sums of money paid or credited to the account of one Ballantyne at the Appellant Bank.	A. . Wadeson & Malletson. R. . Flegg & Son.
The National Bank of Australasia, Limited . . . . v. J. Falkingham and Sons . . Heard 5 and 6 June, 1902. Present: Lords Macnaghten, Davey, Robertson, and Lindley, Sir Ford North, and Sir Arthur Wilson.)	Victoria . . . . .	6 Dec. 1901	21 May 1902	Action by Respondents on money alleged to have been received by the Appellant Bank for their use. Claim by the Bank to retain the money as having been assigned to it by Deed, or to counterclaim for a larger amount under another Deed of Assignment; Book Debts Act, 1896 (Victoria).	A. . Markby, Stewart & Co. R. . Iliffe, Henley & Sweet.
Gokul Mandar and Others v. Pudmanund Singh and Others . . . . . (Heard 10 June, 1902. Present: Lord Davey, Sir Andrew Scott, and Sir Arthur Wilson.)	Bengal . . . . .	31 July 1899	10 Dec. 1901 (By Order of Revivor.)	Whether the Appellants hold certain re-formed lands as ryots or tenure holders.	A. . Watkins & Leppriere. R. . T. L. Wilson & Co.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Raja Partab Bahadur Singh v. Gajadher Bakhsh Singh (Heard 10 and 11 June, 1902. Present: Lord Davey, Sir Andrew Scoble, and Sir Arthur Wilson.)	Oudh . . . . .	13 July 1899	15 Jan. 1902	Dispute as to the terms on which Respondent is entitled to redeem a cer- tain mortgage.	A. . . T. L. Wilson & Co. R. . . Barrow, Rogers & Nevill.
Mohori Bibee and Another (representatives of Brahma Dutt, deceased) . . . . v. Marmodes Ghose . . . . (Heard 11 and 12 June, 1902. Present: Lord Davey, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wil- son.)	Bengal . . . . .	24 June 1901	11 Apr. 1902	Whether Respondent is entitled on the ground of minority to cancel a mort- gage deed executed by him to Brahma Dutt; concurrent findings.	A. . . Watkins & Lem- priere. R. . . W. W. Box.
Shramanian Chettiar . . . v. Anuchalam Chettiar and Others . . . . . (Heard 12 and 13 June, 1902. Present: Lord Davey, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wil- son.)	Madras . . . . .	29 Oct. 1901	16 May 1902	Assignment of a claim under an agreement to pay certain monthly in- stalments; whether the agreement was invalid and, if not, whether the assignee was competent to sue on it.	A. . . Frank Richardson & Sadler. R. . . Lawford, Water- house & Lawford.
Shri Rampal Singh . . . . v. Bhishadhar Singh . . . . (Heard 13 and 17 June, 1902. Present: Lord Davey, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wil- son.)	Oudh . . . . .	24 Jan. 1901	23 May 1902	Whether a certain lease is binding on Appellant, and, if it is, what is the nature of the interest it gives to Respondent in the village in dispute; power of Judicial Com- missioner to set aside certain findings of fact; limitation. <i>Special leave to appeal granted.</i>	A. . . T. L. Wilson & Co. R. . . Watkins & Lem- priere.
Neo Ong Hee . . . . . v. Neo Ong Tew . . . . . (Heard 17 and 18 June, 1902. Present: Lord Davey, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wil- son.)	Straits Settlements.	24 Sept. 1901	10 May 1902	Claim by Respondent for an account of the part- nership dealings of the Appellant and Respon- dent (who are brothers) and for a dissolution; limitation.	A. . . Loughborough, Gedge, Nisbet & Drew. — <i>Ex parte.</i>
Mulla . . . . . v. The Municipal Committee of Lahore (Heard 18 and 19 June, 1902. Present: Lord Davey, Sir Ford North, Sir Andrew Scoble, and Sir Arthur Wil- son.)	Punjab . . . . .	18 Apr. 1900	8 Apr. 1902	Dispute as to work done by Appellant in building a Jubilee Hall for Respon- dents; validity of an award; limitation.	A. . . Lattey & Hart. R. . . T. L. Wilson & Co.

APPOINTMENTS.

June 28. The KING has been pleased to approve the appointment of Mr. Gilbert Stuart Henderson, Barrister-at-Law, to be a Judge of the High Court of Judicature at Fort William in Bengal, to fill an additional appointment recently sanctioned for that Court.

June 28. The KING has been pleased to give directions for the appointment of Sir Thomas Crossley Rayner (Chief Justice of Lagos) to be Attorney-General of the Colony of British Guiana.

The Right Hon. Sir Francis H. Jeune has been made a G.C.B.  
R. B. Haldane, Esq., K.C., M.P., has been made a Privy Councillor.

Sir George Lewis, Charles B. B. McLaren, Esq., K.C., M.P., and W. E. M. Tomlinson, Esq., M.P., have had Baronetcies conferred upon them.

Samuel Hall, Esq., K.C., Vice-Chancellor of the Duchy of Lancaster, and R. D. M. Littler, Esq., K.C., C.B., have received the honour of Knighthood.

PROFESSIONAL PARTNERSHIP DISSOLVED.

John Henry Behan and Joseph John Geoghegan (Behan & Geoghegan), Solicitors, 1 Old Serjeants' Inn, Chancery Lane, by mutual consent as from June 13.

## COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

## TRINITY SITTINGS, 1902.

## ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEKEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EARL.
Monday, July 7	Mr. Greswell	Mr. Godfrey	Mr. Carrington	Mr. Theed	Mr. King	Mr. Church	Mr. Jackson	Mr. Beal
Tuesday, " 8	" Church	" R. Leach	" Beal	" W. Leach	" Farmer	" Greswell	" Pemberton	" Carrington
Wednesday " 9	" Farmer	" Godfrey	" Carrington	" Theed	" King	" Church	" Jackson	" R. Leach
Thursday " 10	" King	" R. Leach	" Beal	" W. Leach	" Farmer	" Greswell	" Pemberton	" Godfrey
Friday " 11	" W. Leach	" Godfrey	" Carrington	" Theed	" King	" Church	" Jackson	" Pemberton
Saturday " 12	" Theed	" R. Leach	" Beal	" W. Leach	" Farmer	" Greswell	" Pemberton	" Jackson

\*.\* The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

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**GEORGE YOUNG ROBSON, Esq.,**  
Barrister-at-Law.

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HIGH COURT OF JUSTICE.  
 PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

SUPPLEMENTAL LISTS OF UNDEFENDED DIVORCE CAUSES AND DEFENDED CAUSES WITHOUT JURIES.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>BEFORE THE COURT ITSELF— UNDEFENDED DIVORCE.</b>				
1 H.D.	Power v. Power & Luscombe . . . . .	Goldberg & Co.		
2 W.D.	Bowen-Rowlands, H. v. Bowen-Rowlands, E.B. . . . .	Goldberg & Co.		
3 H.D.	Travis v. Travis & Watson . . . . .	Indermaur & Brown.		
4 H.D.	Payne v. Payne & Clarke . . . . .	F. A. S. Stern.		
5 H.D.	Westgarth v. Westgarth & Gardner . . . . .	Belfrage & Co. :		
6 W.J.S.	Brown, E. v. Brown, R. . . . .	C. C. Sharman . . . . .	In Person.	
7 W.D.	Longhurst, E. A. v. Longhurst, F. . . . .	C. C. Sharman.		
8 H.N.	Austin v. Austin orse. Thiselton . . . . . (in camera)	M. H. Hal-		
9 H.D.	Smith v. Smith & Walford . . . . .	G. Thatcher.		
10 H.D.	Watt v. Watt & Campbell . . . . .	E. F. G. Truefit.	J. Marshall . . . . .	J. Marshall.
11 H.D.	Collins v. Collins & Eastman . . . . .	A. W. Mills.		
12 H.D.	Parsons v. Parsons & Bucalossi . . . . .	Rowcliffes & Co. . . . .		Blair & Girling.
13 W.D.	Hamer, H. M. v. Hamer, A. B. . . . .	Bower & Co.		
14 H.D.	Reeves v. Reeves & Duncan . . . . .	T. W. Moore.		
15 H.D.	Craven v. Craven & Russell . . . . .	Phelps & Co. . . . .	Lewis & Lewis . . . . .	Lewis & Lewis.
16 H.D.	Taylor, R. v. Taylor, P. A. . . . .	A. A. Nowell.		
17 H.D.	Watson v. Watson & Bond . . . . .	Blundell & Co. . . . .		Radford & Frankland.
18 W.D.	Burke, A. v. Burke, F. . . . .	Woodcock & Co.		
19 { W.R. C.R. }	Blomfield, A. M. v. Blomfield, F. W. . . . .	A. Hunt . . . . .	Johnson & Master.	
20 H.D.	Saull, W. F. v. Saull, E. . . . .	Osborn & Osborn.		
21 { W.R. C.R. }	Edmunds, E. v. Edmunds, P. J. . . . .	J. Morley . . . . .	W. J. Fraser.	
22 H.D.	Dougal v. Dougal & Killick . . . . .	Sandars & Co.	H. Pouter.	
23 H.D.	White, W. H. H. v. White, J. . . . .	D. A. Romain.		
24 { W.R. C.R. }	Lawson, L. F. C. v. Lawson, E. J. . . . .	J. A. Bartrum.		
25 W.J.S.	Powell, A. G. v. Powell, E. . . . .	C. & E. Woodroffa.		
26 H.D.	Barker v. Barker & Jones . . . . .	Tatham & Prooter.		
27 { W.R. C.R. }	Gaunt, F. v. Gaunt, C. D. . . . .	Tottenham & Co.		
28 H.D.	Evans v. Evans, Broomfield & Jones . . . . .	J. R. Hall.		
29 H.D.	Hallwood, A. H. v. Hallwood, C. B. . . . .	Ledgard & Co.		
30 H.D.	Hayter v. Hayter & Bovis . . . . .	Barker & Son.		
31 W.D.	Phipps, R. A. v. Phipps, W. . . . .	Clinton & Co.		
32 H.D.	Topliff v. Topliff & Young . . . . .	J. E. Stephenson.		
33 H.D.	Hall v. Hall & Bruton . . . . .	C. T. C. Lewis.		
34 W.N.	Daly orse. Ormsby v. Daly . . . . .	G. C. Topham.		
35 H.D.	Dickson v. Dickson & Temple . . . . .	Dangerfield & Co.		
36 H.D.	Hall v. Hall & Clark . . . . .	Waterhouse & Co.		
37 H.D.	Bownass v. Bownass & Dickson . . . . .	J. E. & H. Scott.		
38 H.D.	Wilmans v. Wilmans, Woodward and Clarke . . . . .	Leesmith & Munby .	Barten & Peaman.	
39 W.D.	Crook, Ellen v. Crook, Ebenezer . . . . .	Norris & Co.		
40 H.D.	Chase, P. H. v. Chase, A. R. . . . .	Stewart & Ainger.		
41 W.D.	Birchall, A. v. Birchall, C. F. B. . . . .	Sweetstone & Stone.		
42 H.D.	Sharp v. Sharp & Vine . . . . .	Foulgar & Co.		
43 W.N.	Payler orse. Musket v. Payler . . . . .	Vincent & Vincent.		
44 H.D.	Paine, R. F. v. Paine, E. M. . . . .	Foy & Co.		

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
45 H.D.	Lewis v. Lewis & Major . . . . .	J. E. Churohill.		
46 H.D.	Marles, W. J. v. Marles, A. L. . . . .	Stow & Co.		
47 H.D.	Shanks v. Shanks & Barratt . . . . .	Judge & Priestley.		
48 H.D.	Light v. Light & Berry . . . . .	Helliwell & Co.		
49 H.D.	Fallick v. Fallick & Fallick . . . . .	Field, Roscoe & Co.		
50 {W.R. C.R.}	Malone, M. v. Malone, J. A. E. . . . .	H. Wilson.		
51 H.D.	Child v. Child & Goldston . . . . .	Williams & Aldridge.		
52 W.D.	De la Warr, Countess v. De la Warr, Earl . . . . .	N. H. Smith . . . . .	Blake & Co.	
53 W.N.	Idle orse. Seaton v. Idle . . . . . (in camera)	Kingsbury & Turner.		
54 H.D.	Smart v. Smart & Collyer . . . . .	J. P. Ayers.		
55 H.D.	Ashton v. Ashton & Stepney . . . . .	G. F. Johnson . . . . .	Chester & Co.	
56 H.D.	Breeze v. Breeze & Watson . . . . .	Pumfrey & Son.		
57 W.D.	Cousins, E. B. v. Cousins, W. J. . . . .	Crosse & Sons.		
58 H.D.	Old v. Old & Parker . . . . .	Crowders & Co.		
59 W.D.	Page, C. M. v. Page, E. O. . . . .	Jackson & Co.		
60 H.D.	Griffin v. Griffin & Griffin . . . . .	S. W. Johnson & Son.		
61 H.D.	Adams v. Adams & Geeson . . . . .	Metcalf & Co. . . . .		P. H. Webb.
62 H.D.	Crompton v. Crompton & Daniels . . . . .	Chester & Co.		
63 W.N.	Straight orse. Lane v. Straight . . . . . (in camera)	Lewis & Lewis . . . . .	Greenfield & Cracknell.	
64 W.D.	Borman, A. B. M. E. C. v. Borman, G. I. . . . .	Godfrey & Webb.		
65 H.D.	Brear v. Brear & Horne . . . . .	A. J. Pitta.		
66 H.D.	Kennedy v. Kennedy & Robinson . . . . .	B. Wilkinson.		
67 H.D.	Cutting, E. H. v. Cutting, S. J. . . . .	In Person.		
68 H.D.	Cock v. Cock & Redfern . . . . .	A. B. Creeke, junr.		
69 H.D.	Williams v. Williams & James . . . . .	J. T. Lewis.		
70 H.D.	Brown v. Brown & Youngman . . . . .	H. W. H. Rance.		
71 H.D.	Gunby v. Gunby & Musgrove . . . . .	Hodges & Pyke.		
72 W.D.	Ford, S. J. v. Ford, H. J. . . . .	In Person.		
73 H.D.	Fox v. Fox & Cowles . . . . .	Headley & Roberts.		
74 H.D.	Chandler v. Chandler & Hennessy . . . . .	C. H. Cowdell.		
75 W.J.S.	Scott, G. M. W. v. Scott, A. S. . . . .	Collings & Co. . . . .	Boyfus & Boyfus.	
76 H.D.	Whitham v. Whitham & Monks . . . . .	W. Calley.		
77 W.D.	Harris, K. O. v. Harris, C. D. . . . .	Meredith & Co.		
BEFORE THE COURT ITSELF— PROBATE AND DEFENDED DIVORCE.				
1 W.D.	Godwin, M. v. Godwin, R. . . . .	Houseman & Co. . . . .	Busk & Co.	
2 W.D.	Dando, A. v. Dando, J. . . . .	Arnould & Son . . . . .	Green & Underhill.	
3 H.D.	Yandell v. Yandell & Richins. . . . .	D. A. Romain . . . . .	J. P. Budden . . . . .	J. P. Budden.
4 H.D.	Rhodes v. Rhodes & Deakin . . . . .	Howard & Shelton . . . . .		J. W. Sykes.
5 P.	{Leonard, dec. Leonard & anr. v. Leonard & ors. . . . .	Sanderson & Co. . . . .	{F. H. Edwards. C. Russell & Co. Rowcliffes.	
6 H.D.	Meggy, A. B. G. v. Meggy, R. E. . . . .	Osborn & Osborn . . . . .	W. G. Kent.	
7 W.N.	Lambton orse. Johnson v. Lambton . . . . . (in camera)	Bilbrough & Plaskitt	Parker, Garrett & Co.	
8 H.D.	Smith, W. C. D. v. Smith, G. H. . . . .	Needham & Co. . . . .	Stow & Co.	
9 P.	{Savell, dec. Payne & anr. v. Savell . . . . .	S. K. Scott . . . . .	Foster, Grave & Co.	
10 H.D.	Whiteley v. Whiteley & Cator . . . . .	G. Thompson & Son.	H. H. Lyde . . . . .	Rowcliffes & Co.
11 W.J.S.	Ingram, K. v. Ingram, J. . . . .	Martineau & Reid.	G. Kebbell.	
12 P.	{Green, dec. Green & ors. v. Mitchell & ors. . . . .	Walker & Rowe . . . . .	Bell, Brodrick & Gray.	
13 {W.R. C.R.}	Mac George, H. M. v. Mac George, W. H. . . . .	Lewis & Lewis . . . . .	Bompas & Co.	
14 P.	{Evans, dec. King & anr. v. Evans . . . . . Solloway, dec.	Lee, Ockerby & Co. . . . .	H. Wilson.	
15 P.	Hyder v. Solloway . . . . .	Nicholson & Crouch . . . . .	S. Benham.	
16 H.D.	Tomlinson v. Tomlinson & Hamilton . . . . .	Langham & Co. . . . .	Hargrove & Co. . . . .	Hargrove & Co.
17 H.D.	Lewis, T. W. v. Lewis, H. . . . .	Chester & Co. . . . .	Robbins, Billing & Co.	
18 H.D.	Hodgson v. Hodgson & Mortimer . . . . .	Burn & Berridge. . . . .		Corbin & Co.
19 P.	{Bagnall, dec. Bagnall v. Carruthers & ors. . . . .	Rowcliffes & Co. . . . .	Bell, Brodrick & Gray.	
20 W.J.S.	Schlesinger, A. v. Schlesinger, H. . . . .	Ngon & Clarke . . . . .	Osborne & Osborne.	
21 H.D.	Mitchell v. Mitchell & Davies . . . . .	T. D. Jones . . . . .	Helder & Co.	

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERSONY ROTA.	APPEAL COURT II.	MR. JUSTICE KEEBLE.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, July 14	Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton	Mr. Greswell	Mr. W. Leach	Mr. Beal	Mr. Church
Tuesday, " 15	" Beal	" Farmer	" Godfrey	" Jackson	" Church	" Theol	" Carrington	" Greswell
Wednesday, " 16	" Jackson	" King	" R. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Theol
Thursday, " 17	" Pemberton	" Farmer	" Godfrey	" Jackson	" Church	" Theol	" Carrington	" W. Leach
Friday, " 18	" Godfrey	" King	" R. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Farmer
Saturday, " 19	" R. Leach	" Farmer	" Godfrey	" Jackson	" Church	" Theol	" Carrington	" King

\* The Long Vacation will commence on Wednesday, the 12th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

GENERAL RULE UNDER THE COMPANIES (WINDING UP) ACT, 1890.

The following Draft Rule is published pursuant to the Rules Publication Act:—

The powers given to the Registrar in Companies (Winding Up) by Rule 1 of the Companies (Winding Up) Rules, August, 1892, are hereby extended so as to apply to any action in which the chamber proceedings are by any Rules of the Supreme Court or otherwise directed to be dealt with by the said Registrar.

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords.

July 2, 1902.

APPOINTMENT.

July 3. The KING has been pleased to give directions for the appointment of Ernest Hamilton Sharp, Esq., to be one of His Majesty's Counsel for the Colony of Hong Kong.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Matthew John Blewitt, Francis Jubal Reynolds, John Gibbard Hurst, Archibald Hargrave Blewitt, and Matthew Clive Blewitt (Blewitt, Reynolds & Co.), Solicitors, Birmingham and Coleshill, Warwick, and 61 Carey Street, Lincoln's Inn, W.C., as from June 30, as to J. G. Hurst by effluxion of time, and as to the other partners by mutual consent.

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## RULES OF THE SUPREME COURT.

JULY 1902.

## ORDER XIII. RULES 5 AND 7.

1.—(a) Rule 5 shall be read as if after the words "Where the writ is indorsed with a claim for" the words "pecuniary damages only, or for detention of goods with or without a claim for pecuniary damages" were substituted for the words "detention of goods and pecuniary damages or either of them," and as if after the words "But the court or a judge may" the words "order a statement of claim or particulars to be filed before any assessment of damages, and may" were inserted.

(b) Rule 7 shall be read as if for the words "detention of goods and pecuniary damages or either of them" the words "pecuniary damages only or for detention of goods with or without a claim for pecuniary damages" were substituted.

## ORDER XIV. RULE 7.

1. Rule 7 is hereby annulled, and the following Rule shall stand in lieu thereof:—

7. Upon the hearing of the application, with the consent of the parties, an order may be made referring the action to a master, or the action may be finally disposed of without appeal in a summary manner.

## ORDER XX. RULE 1.

1. In Rule 1, sub-sections (b), (c), (d) and (e) are hereby repealed, and the following sub-sections shall stand in lieu thereof:—

(b) Subject to the provisions of Order XIII., Rule 12, as to filing a statement of claim when there is no appearance, no statement of claim shall be delivered unless the same be ordered under Order XXX. or Order XVIII., Rule 3.

(c) When delivery of a statement of claim is ordered the same shall be delivered within the time specified in the order, or, if no time be so specified, within twenty-one days from the date of the order, unless in either case the time be extended by the court or a judge.

4. Order XX., Rule 5 is hereby repealed.

## ORDER XXI. RULES 6, 7 AND 8.

1. Rules 6, 7 and 8 are hereby annulled, and the following rules shall stand in lieu thereof:—

6. Where a defendant has appeared to a writ of summons specially endorsed under Order III., Rule 6, he shall deliver his defence within ten days from the time limited for appearance, unless such time is extended by the court or judge, or unless in the meantime the plaintiff serves a summons for judgment under Order XIV., or a summons for directions.

7. Where leave has been given to a defendant to defend under Order XIV., he shall deliver his defence (if any) within such time as shall be limited by the order giving him leave to defend: or if no time is thereby limited, then within eight days after the order.

8. When a statement of claim is delivered pursuant to an order, or filed in default of appearance under Order XIII., Rule 12, the defendant, unless otherwise ordered, shall deliver his defence within such time (if any) as shall be specified in such order, or, if no time be so specified, within ten days from the delivery, or filing in default, of the statement of claim, unless in either case the time is extended by the court or a judge.

## ORDER XXII. RULE 18A.

6. Where the estate of a deceased person who has died intestate is entitled to a fund or to a share of a fund in court not exceeding £100, and it is proved to the satisfaction of the court or a judge that no

administration has been taken out to such deceased person, and that his assets do not exceed the value of £100 including the amount of the fund or share to which the estate of such deceased person is entitled, the court or a judge may direct that such fund or share of a fund shall be paid, transferred, or delivered to the person who, being a widower, widow, child, father, mother, brother, or sister of the deceased, would be entitled to take out administration to the estate of such deceased person.

## ORDER XXIII.

## REPLY AND SUBSEQUENT PLEADINGS.

7. Order XXIII. is hereby annulled, and the following order shall stand in lieu thereof:—

1. Except in Admiralty actions no reply shall be delivered unless the same be ordered.

2. A plaintiff shall deliver his reply, if any, in Admiralty actions within six days, and in other actions if ordered within the time specified in the order or if no time is so specified within ten days, after the defence or the last of the defences shall have been delivered, unless the time shall be extended by the court or a judge.

3. No pleading subsequent to reply other than a joinder of issue shall be pleaded without leave of the court or a judge, and then shall be pleaded only upon such terms as the court or judge shall think fit. Every pleading subsequent to reply shall be delivered within the time specified in the order giving leave to deliver the same or if no time be so specified within four days after the delivery of the previous pleading, unless the time shall be extended by the court or a judge.

## ORDER XXVII. RULES 4, 6 AND 9.

8. Order XXVII., Rules 4, 6 and 9 shall be read as if after the words "detention of goods and pecuniary damages or either of them" were left out, and the words "pecuniary damages only or for detention of goods with or without a claim for pecuniary damages" were inserted: and at the end of Rule 15 shall be inserted "and where an action has been set down on motion for judgment under Rule 11 of this order, such setting down may be dealt with by the court or a judge in the same way as if a judgment by default had been signed when the case was set down."

## ORDER XXX. RULE 1.

9. Order XXX., Rule 1, is hereby annulled, and the following rule shall stand in lieu thereof:—

1.—(a) Except in the cases mentioned in paragraph (d) the plaintiff in every action shall take out a summons for directions returnable in not less than four days.

(b) Such summons shall be taken out after appearance and before the plaintiff takes any fresh step in the action other than application for an injunction, or for a receiver, or the entering of judgment in default of defence under Order XXVII.

(c) Where under Order XIV. the plaintiff applies for judgment, or where under Order XVIII., the defendant applies for a statement of claim, the judge may deal with such application as if the plaintiff had been entitled to take out and had taken out a summons for directions.

(d) This rule shall not apply to Admiralty actions within the meaning of section 34 of the Judicature Act, 1873, or to actions in which the writ is specially indorsed under Order III., Rule 6, or to actions coming under the provisions of Order XVIII., or to any proceeding commenced by originating summons, but in any such action or proceeding a summons for directions may be taken out at the instance of any party thereto.

## ORDER XXX. RULES 2, 3, 5 AND 8.

10. Order XXX. shall be read as if—

(a) In Rule 2 the words "interlocutory" and "before the trial" were left out.

- (b.) In Rule 3 the words "made or" were left out.  
 (c.) In Rule 5, after "original summons," the words "and before judgment" were inserted.  
 (d.) In Rule 8 the words "or for summary judgment under Order XIV." were left out.

## ORDER XXXVI. RULE 1.

11. Rule 1 is hereby annulled, and the following rule shall stand in lieu thereof:—

1. There shall be no local venue for the trial of any action, except where otherwise provided by statute, but in every action in every division the place of trial shall be fixed by the court or a judge.

## ORDER XLV. RULES 1, 3, 4 AND 6.

12. Order XLV. shall be read as if—

- (a.) In Rule 1, after the words "to answer the judgment or order" the words "together with the costs of the garnishee proceedings" were inserted; and after the words "to satisfy the judgment or order," the words "together with the costs aforesaid" were inserted.  
 (b.) In Rule 3, at the end, the words "together with the costs of the garnishee proceedings" were inserted.  
 (c.) In Rule 4, at the end, the words "or may refer the matter to a master" were inserted.  
 (d.) In Rule 6, after the words "such garnishee," the words "together with the costs of the garnishee proceedings" were inserted.

## ORDER XLIX. RULE 5A.

13. Upon a Winding Up order being made against a company all Chamber proceedings in any action against such company at the instance or on behalf of debenture holders or trustees for debenture holders pending before the Judges to whom for the time being

Company business is assigned shall be dealt with by the Registrar in Companies Winding Up.

## ORDER LXV. RULE 2.

14. Rule 2 shall be read as if the following words were added thereto:—

"but the court or judge, if the whole costs of the action or other proceeding are not intended to be given to the party, may wherever practicable by the order direct taxation of the whole costs and payment of such portion thereof, as the court or judge shall determine."

## ORDER LXV. RULE 23.

15. Order LXV., Rule 23, shall be read as if the words "payment" to "paid" inclusive, were omitted therefrom, and the following words were inserted:—

"taxation of the costs of such party and payment of a proportion thereof or direct payment of a sum in lieu of tax costs and direct by and to whom such proportion or sum shall be paid."

16. These Rules may be cited as the Rules of the Supreme Court July 1902, and each Rule may be cited separately by the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 24th day of October 1902.

Dated the 8th of July 1902

(Signed) HALSBURY, C.  
 ALVERSTONE, C.J.  
 R. HENN COLLINS, M.R.  
 F. H. JEUNE, P.  
 ROLAND L. VAUGHAN WILLIAMS J.J.  
 ARTHUR KEKEWICH J.  
 A. M. CHANNELL J.  
 WALTER C. RENSHAW.

## HIGH COURT OF JUSTICE.

### KING'S BENCH DIVISION.

#### TRINITY SITTINGS, 1902.

#### ADDENDUM TO THE CROWN PAPER.

- 19 Met. Pol. Dist. Brooks v. Mason.  
 20 County of the Town of Southampton. Elliot & anr. v. Russell.  
 21 Met. Pol. Dist. Pasquier v. Neale.  
 22 Lancashire. Smith v. Yates & ors., J. of Manchester.  
 23 Cardiff. Thomas v. Pritchard.  
 24 ——— In the Matter of a Solicitor. Expte. Incorporated Law Soc.  
 25 County of Southampton. The King v. Mayor, &c. of Bournemouth (expte. Hawkes).  
 26 Glamorganshire. Glamorganshire Canal Navigation Co. v. Merthyr Tydfil Union.  
 27 ——— In the Matter of a Solicitor. Expte. Incorporated Law Soc.  
 28 ——— Same v. Same.  
 29 ——— Same v. Same.  
 30 England, Ess-x. The King v. Hewitt (expte. Filla).  
 31 ——— In the Matter of a Solicitor. Expte. Incorporated Law Soc.  
 32 ——— Same v. Same.  
 33 Durham. Smith v. Moody.  
 34 County of Southampton. Hayles v. Sandown Urban District Council.  
 35 ——— Re Edward Thomas.  
 36 Yorkshire, W. R. Hayley v. Whitworth.  
 37 Met. Pol. Dist. McNair v. Cave.  
 38 ——— In the Matter of a Solicitor. Expte. Incorporated Law Soc.  
 39 Sunderland. Mayor, &c. of Sunderland v. Weightman.

- 40 Blackpool. Mayor, &c. of Blackpool v. Fielding & ors.  
 41 County of London. The King v. Hewlett & anr.  
 42 Met. Pol. Dist. Gas Light & Coke Co. v. London County Council.  
 43 Cardiff. McKenzie v. Spear.  
 44 ——— In the Matter of a Solicitor. Expte. Incorporated Law Soc.  
 45 ——— Same v. Same.  
 46 ——— Same v. Same.  
 47 Poole. Wedderburn v. Hains.  
 48 Devonshire. Harvey v. Anning.  
 49 Plymouth. Guardians of the Poor of Plymouth v. Gibbs.  
 50 Yorkshire, W. R. Mitchell v. Crawshaw.  
 51 ——— In the Matter of a Solicitor. Expte. Incorporated Law Soc.  
 52 ——— Same v. Same.

- 41 Sussex, Brighton. Hewitt v. Hewitt.  
 42 Surrey, Croydon. Percy v. White.  
 43 Norwich. Wing v. Lovett & ors.  
 44 Warwickshire, Birmingham. Wilkinson v. Smith & anr.  
 45 Derbyshire, Derby. Allen v. Radford.  
 46 Lancashire, Blackpool. Bulcock v. St. Anne's Federation & ors.  
 47 ——— In re an Arbitration between the Law Commrs. of Admiralty and the G. W. & other Railways.  
 48 Yorkshire, Dewsbury. W. R. of Yorkshire River Board v. Yorks, &c. Colour Dyers.  
 49 Northumberland, Morpeth & Blyth. Hodgson v. Cowpen Urban District Council.  
 50 Middlesex, Brompton. Gracey v. Leglis.  
 51 Sussex, Brighton. Riste v. Levett & Brown.  
 52 London. Foster v. Cottam.  
 53 ——— In re an Arbitration between Gun Hart and The London & S. Counties Press.  
 54 ——— In re Metropolitan District Ry. Act, 1901. Covington v. Metropolitan District Ry. Co.  
 55 Yorkshire, Bradford. Willey v. Rendell & ors.  
 56 Lancashire, Salford. Grant v. Faulkner.  
 57 Norfolk, Norwich. Kesteven v. Pearce.  
 58 Durham, South Shields. Fenwick v. Pickup.  
 59 Staffordshire, Burton. Oakden v. Woollett & Co.  
 60 Bedfordshire, Leighton Buzzard. Prentice v. Ashborough & Morin.  
 61 Sams. Cayell v. Sams & Sams.  
 62 Yorkshire, Middlesborough. Smith v. Laseby.  
 63 Berkshire, Wind-or. Britten v. Stow.  
 64 Middlesex, Marylebone. Porter (trading, &c.) v. Williams.  
 65 Warwickshire, Birmingham. Cranmer v. Mills.

#### ADDENDUM TO THE CIVIL PAPER.

- 34 London. Tyler, &c. Manufacturing Co. v. Loughland, Mackay & Co.  
 35 Middlesex, Clerkenwell. H. Morrell Id. v. Betts & Co.  
 36 London. Armstrong v. Williams.  
 37 Warwickshire, Birmingham. Jones v. Whittlesey.  
 38 London. Smith v. Gold Coast, &c.  
 39 Warwickshire, Birmingham. Skinner v. Williamson & Sons.  
 40 Lancashire, Burnley. Maraden v. Refuge Assoc. Co.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, July 21	Mr. King	Mr. Greswell	Mr. Farmer	Mr. Carrington	Mr. Theed	Mr. Jackson	Mr. Godfrey	Mr. R. Leach
Monday " 22	" Farmer	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Godfrey
Tuesday " 23	" W. Leach	" Greswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" Pemberton
Monday " 24	" Theed	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Jackson
Monday " 25	" Church	" Greswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" Beal
Monday " 26	" Greswell	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Carrington

\* The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Monday, the 7th day of July, 1902.

WHEREAS, from the present state of the business before Mr. Justice KEEWICH and Mr. Justice BYRNE respectively, it is expedient that a portion of the Causes assigned to Mr. Justice BYRNE should be transferred to Mr. Justice KEEWICH; Now, the Right Honourable HARDINGE STANLEY, EARL of HALSBURY, Lord High Chancellor of Great Britain, do hereby Order that the several Causes and Matters set forth in the Schedule hereto be accordingly transferred from the said Mr. Justice BYRNE to Mr. Justice KEEWICH, and be marked in the Cause Books accordingly. And this Order is to be drawn up by the Registrar, and set up in the several Offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

From Mr. Justice BYRNE.

Plaintiff.	Defendant.	Reference to Record.	When Set Down.
			1902.
Wardroper . . . . .	Gibbs Id. . . . .	1901 W. 5286	May 12
Urban District Council of Swanage.	White . . . . .	1902 S. 2229	" 16
Salter . . . . .	Whiffin . . . . .	1900 S. 2516	June 13
Rowles . . . . .	Rowles . . . . .	1902 R. 366	" 16
Jewell . . . . .	Graham & Ors. . . . .	1902 J. 309	" 17
The Capital & Counties Bank Id.	Baker . . . . .	1901 C. 3541	" 19
Soloman . . . . .	Otto Thomas Id. . . . .	1902 S. 317	" 19
Rand. . . . .	Swaine . . . . .	1901 R. 1269	" 23
Pywell . . . . .	Withall & Anr. . . . .	1902 P. 950	" 24
Magnay . . . . .	Tottenham . . . . .	1901 M. 3723	" 25
Hogan . . . . .	Bird. . . . .	1902 H. 3769	" 30
Pearce . . . . .	Whitaker Wright. . . . .	1902 P. 11	July 8

HALSBURY C.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE FINAL EXAMINATION HELD ON THE 16TH AND 17TH JUNE, 1902:—

- |  |  |
|--|--|
| Cecil George Adler                               | Edmund Verney Lovett Cameron, B.A. Oxon.   |
| Forster Moore Armstrong, LL.B. Camb.             | Cyril Carrick                              |
| John Prentice Ashbridge                          | Claude Montagu Castle                      |
| George James Atkinson, LL.B. Lond.               | John Harrison Catlow                       |
| Sydney Baddeley                                  | Herbert Stanley Chapman, B.A., LL.B. Camb. |
| John Norman Bailey                               | William Paul Chesterman                    |
| John Reid Barber, B.A., LL.B. Camb.              | Joseph Botterill Clarke                    |
| Walter Browne Barber, B.A. Camb.                 | Richard Cobbett                            |
| Charles Edward Barker                            | Albert Maher Cohn, B.A. Oxon.              |
| Kingsley Bayly                                   | Leigh Rigby Coke                           |
| Charles Edward Hartnell Beavis, B.A. Oxon.       | Robert Comely                              |
| John Pickard Becher                              | Henry Edwin Cooke                          |
| Ernest Beeching                                  | Arthur Bernard Coote, M.A. Oxon.           |
| John Langston Millais Benest                     | Henry Townsend Copland                     |
| William Bevan                                    | Cecil Robert Coward, B.A. Oxon.            |
| Frederick Arnold Biddle, B.A., LL.B. Camb.       | George Victor Coward                       |
| Henry Soden Bird                                 | Charles Henry Cripps, B.A. Camb.           |
| Ivan Edward Biss                                 | Walter Lewis John Crosby                   |
| Alexander MacGregor Black                        | Percy Falshaw Castlereagh                  |
| George Bernard Black                             | Thompson Crow                              |
| Reginald Adam Black, B.A. Camb.                  | John Charles Daore                         |
| Arthur Lawrance Bowker, B.A. Oxon.               | Frank Dart                                 |
| Reginald Orlando Bradbury                        | Evan Richard Davies                        |
| Charles Edward Brady                             | Thomas John Pryce Davies                   |
| Frederick Henry Ewart Branson, B.A., LL.B. Camb. | Edwin Plumley Dawes                        |
| Francis Hawkins Bretherton                       | Richard Percy Dawes, M.A. Camb.            |
| William Alfred Brocks-Warren                     | Charles Frederick Ellis Dean               |
| Allen George Broom                               | Cecil Dennis                               |
| Arthur Cassels Brown, B.A. Oxon.                 | Clement Charles Dennis                     |
| Theophilus Edward Brown                          | Alfred Guy Dewhurst                        |
| Herbert Watson Burnup, B.A. Camb.                | Herbert Dale Double                        |
|  | Charles Rix Duncan                         |
|  | Claude Simeon Elwell, B.A. Oxon.           |
|  | Edward Fletcher Emmet                      |
|  | Frank Taynton Evans, B.A. Oxon.            |
|  | William Evans                              |

Walter Thomas Fairbairn  
John Edward Few, B.A., Camb.  
John Maurice Figgis, B.A. Camb.  
Frank Holoroft Fisher  
John Henry Fisher, M.A. Camb.  
Sydney Fishwick  
Archibald Claude Forman  
Arthur Livesey Forrester  
William Aaron Foster  
Samuel Freeman  
Oecil Dashwood Frost  
Thomas I'Anson Gates  
Alexander FitzMaurice Gilchrist  
William Alan Gillett  
Allen Glynn-Jones, B.A., LL.B.  
Lond.  
Maurice Victor Goeschalk, B.A.  
Oxon.  
John Bolle Tyndale Gough  
John Gifford Griffiths  
Adolph Wilhelm Jacob Groos,  
B.A., LL.B. Camb.  
Alexander Oliver George Mantle  
Grove  
Geoffrey Bertram Gush  
Richard Colby Haggard, B.A.  
Camb.  
John Hall  
William Wilkinson Hallam  
Henry Haworth Hardman  
Augustus Alured Henry Hard-  
wick  
Herbert Walter Harris  
George Rowland Devereux Har-  
rison, B.A.-Camb.  
Alan Fox Harvey, M.A. Oxon.  
Arthur William Hext Harvey  
Harry Cliff Haselgrove, LL.B.  
Lond.  
Harold Hargreaves Haslam  
Harold Stones Haworth  
Percy Haworth  
Gobert William Hichens, B.A.  
Oxon.  
George Ernest Hinman  
James William Birkett Hodgson,  
B.A. Oxon.  
Dennis Hollingworth  
Robert Phipps Hornby  
Luke Horsfield  
Walter Horton, B.A. Oxon.  
Kenneth D'Aguiar Houston  
Sydney Edgar Howard, B.A.  
Camb.  
William Mervyn Howell  
Charles Edward Hulton  
Edward Howard Percy Hum-  
phreys  
William Ritchie Walter Hurman  
Hardy Vincent Jacobs, B.A.,  
LL.B., Camb.  
William Henry Jarvis  
John William Jefferies  
Charles Nicholas Theodore Jeff-  
reys  
George Jessop  
Henry Mayott Johnson, B.A.  
Oxon.  
Albert Emrys Jones  
William Kay  
Gerald Keith  
Leonard Mark Kennaway  
James Kershaw  
George Brook Knight  
Arthur Elliott Lambert  
Charles Frank Lampard  
Guy Hamilton Tudway Leyick,  
B.A. Oxon.

Frederick Elleker Lewin, B.A.  
Oxon.  
Henry Reid Lister  
Alfred Leonard Locke  
George Bernard Lomas-Walker  
Harry Buckland Lott  
Henry Dodington Loveday  
George Francis Lovibond, B.A.  
Oxon.  
Joseph Lustgarten  
George McConnell  
Douglas McCraith, B.A. Camb.  
Brough Maltby  
Richard John Marriott  
Hugh Marston  
John Henry Massey  
William Massey  
Vincent Arthur Mathew  
Frank May  
Reginald Chanter Meneer, LL.B.  
Lond.  
Mark Marshall Merriman, B.A.  
Camb.  
James Megoran Middleton  
James Gledhill Midgley  
Charles Valentine Miles, B.A.  
Oxon.  
William Robert Millar  
Edwin Jackson Miller  
Edmund Bascombe Mitchell  
Frederic Robert D'Oyly Monro,  
B.A. Oxon.  
John Lee Moore, B.A., LL.B. Camb.  
Oscar Treharne Morgan  
Sir William Lennox Napier, Bart.  
Wilfrid Maister Newton  
Inglewood Urban Parkin, B.A.  
Oxon.  
William Longmore Parkin, M.A.,  
Glasgow  
John Patrick  
David White Phillips  
Ernest Thomas Adams Phillips,  
LL.B. Camb.  
George Clement Pope, B.A. Oxon.  
Walter Herbert Pownall  
Thomas Ross Pratt  
Edmond Long Price  
John Hargreaves Ramsbottom  
Hugh Penrose Cardozo Rawlins  
Aneurin Arthur Rees  
Cyril William Renton  
John William Rexworthy  
John Tomlinson Rigby  
Richard Roberts  
Frederick Saville Robinson  
James Arthur Warrington Rogers  
William Rose  
Edgar Periam Row  
Henry Hartley Russell  
Thomas Howard Byland, B.A.  
Camb.  
Edward Henry Hardwick Sa  
Percy Vernon Montagu Sampson  
Harry Herbert Sanders  
John Bowey Scott  
Bertram Duncomb Sells  
Hubert Joseph Sharman  
Thomas Angrave Homer Sheers  
Charles Burney Shepherd  
Leonard Shepherd  
Arthur Kirke Smith, B.A. Camb.  
Denis Smith  
Stanley Smith  
James Oliver Stacey  
Meaburn Staniland  
Gerald Stapledon, B.A., LL.B.  
Camb.

John Herring Stephens  
Sherard Augustus Stevens  
William Henry Chedzey Stiling  
John Salter Stooke-Vaughan,  
B.A. Oxon.  
John Symes  
James Dewhurst Taylor  
Sydney Taylor  
Thomas William Thacker  
Francis Thorneloe  
Frederick Gavin Todd  
Arnold James Trinder  
George Tucker  
Alexander Robert Turing  
Arthur Underwood  
Edward Dudley Vergette  
Charles James Aubrey Wade  
Charles Redwood Vaohell Wal-  
lace, B.A. Oxon.  
Arthur Horace Waller  
Walter Morgan Walters

Edwin Reginald Walton  
Robert Graham Walton  
Julian Arthur Howard Watson  
Robert Watson  
Vincent John Westlake  
Hubert Ashcombe Wheaton  
B.A. Oxon.  
Ernest John White  
Frank Whitfield  
Harold Arthur Whitfield  
Francis Gerald Whittuck  
William Nicholson Wild, B.  
Camb.  
William Henry Wilson  
Joseph Christopher Wood, B.  
LL.B. Camb.  
Edwin Ernest Stanley Wright  
James Dunckley Wright  
Edwin Yates  
Harry Yates

### INTERMEDIATE EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE  
ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE  
INTERMEDIATE EXAMINATION HELD ON THE 14  
JUNE, 1902 :—

#### FIRST CLASS.

Owen Coppelstone Angel  
Herbert Henry Bowyer  
Edward Bicknell Houlston  
Arthur Cecil Hunt  
Harold Warters Jackson  
Frederic Hubert Jessop  
Walter Owen Jones, B.A. Wales  
Laurence Reddrop Lewis  
Herbert William Lyde  
Thomas Alfred Matthews  
Harold Moreton Moss

Ernest Nash  
James Hildebrand Ramsden  
Sydney Ernest Redfern  
Charles Frank Richmond  
Arnold Percy Robinson  
Richard Sidney Rowse  
Philip Reginald Thornton  
Sidney Charles Ingelow Wales  
Lawrence Welch  
Charles Hewitt Wood

#### SECOND CLASS.

Reginald Amos  
George Lyons Andrew  
Francis Kendrick Archer  
Kenneth Edmeades Bartlett  
Robert Bates  
Vivian Blanshard Bateson  
Harold George Bennett  
Frank Birch  
Cecil John Thomas Birts  
Theodore Lindsey Salts Blake-  
lock, B.A. Camb.  
Trevor Ramsey Blakemore, B.A.  
Camb.  
William Everett Bownass  
Edgar Buckley  
William Hatton Budge  
Henry Hill Bull  
Ernest Thomas Butlin  
George Leslie Campbell  
Harold Cartmell  
Henry Torrington Chapple  
Bernard Aubrey Clapham, B.A.  
Oxon.  
Joseph Clegg  
Harold Clifton  
Guy Glemsford Coldham  
Arthur Cotterell  
Harry Cordwell

George Maurice Cornu  
Alfred Standiah Cripps  
Leonard Wilberforce Croft  
James Ashworth Crowther  
Charles Hill Culrose  
Arthur Henry Dabbs  
Wilton Kenworthy Dalton  
James Sherman Danby  
Hugh Cuff Darke  
Horace Davey  
Tudor Jenkin David  
Origen Davies  
William Ingram Leeson Day  
Kenneth de Kusel  
Jonas de Meza  
Arthur Augustus Blithwaite  
Dewing  
Thomas William Dixon  
Reginald Crawshaw Dobson  
Arthur Charles Dowding  
James Scott Duckers  
Thomas Henry Duckham  
Charles Hinton Du Pre, B.A.  
Oxon.  
Basil Wynn Edwards  
Montagu Flamank Edyvean  
Arthur Thomas Ellis  
George Eltoft

William Eve  
 Henry Siddons Faulder  
 Edgar Fielding  
 Thomas Flavell  
 Thomas Matherson Foster  
 John Fox  
 Reginald David Frape  
 George Herbert Freeman  
 Joseph Henry Gain  
 John Arthur Gallop  
 Peter Garton  
 John Errington Gibbs  
 Norman Gibson  
 William Briggs Gill  
 Harold Temple Goodman  
 Charles Ogle Gough  
 Henry John Graham  
 Alfred Perceval Graves  
 Colin Gray  
 Frederick Ambrose Stapleton  
 Gwatkin  
 Alan Hammill  
 Henry William Hawking  
 Christopher Haywood  
 Thomas Maynard Hazlerigg  
 Frank Arthur Hellawell  
 Richmond Percival Hellyar  
 John Henstock  
 Joseph Hepworth  
 Thomas Darby Hickman  
 Harold Coldstream Hicks  
 William Charles Hill  
 William Hinson  
 Tom Hollobon  
 Virian Edgill Hoaking  
 Charles Everard Howell  
 James Allan Hymers  
 William Thomas Jacka  
 Basil Jackson  
 David Augustus Jones  
 Ernest Jones  
 John Horatio Edward Jones  
 William Hatherley Jones  
 George Stephenson Jordanon  
 Douglas Wyburn Kennedy  
 Edward Gordon Kennedy  
 Harold Stanley Kershaw  
 Cyril Dunman Lacey  
 John Adolph Lasemann  
 Alexander Leoni  
 Walter Edwin Lester  
 Malcolm Henry Ikin Letts  
 Henry Harris Lloyd  
 Thomas Henry Lloyd  
 Arthur William Lymbery, B.A.  
 Camb.  
 Harry David McDaniel  
 Reginald McDonald

Ernest Frank McQueen  
 Charles Henry March  
 George Alfred Marsden  
 Maurice Ludlam Mason  
 Sedgwick Masters  
 Philip Bertram Mather  
 Robert Cecil Maude  
 Frank Melhuish Merson  
 William Guy Mewburn  
 Herbert George Derwent Moger  
 George Chester Tancred Money  
 Percy Alfred Moodie  
 Arthur Ernest Morecroft  
 Stephen Kingsley Morell  
 Gabriel Arthur Morgan  
 Hugh Carey Morgan  
 Francis Joseph Mottram  
 Leonard Ronald Needham  
 Trevor Clyde Newman  
 Montagu Nicholson  
 Thomas Archer Windsor Other  
 George Cecil Lyne Pirkis, B.A.  
 Camb.  
 Walter Frank Pottery  
 Cyril Ashford Potts  
 Edward Spencer Pratt  
 Mackenzie Wilson Prentis  
 William Price  
 Henry Bameay  
 Francis Joseph Rawlinson  
 William Vernon Rayner  
 Auberon Herbert Redfearn  
 Norman Augustus Robinson  
 Charles Robert Samuel  
 John Bycroft Saul  
 Harold Saxon  
 Edmund Schofield  
 William Scholefield  
 Sydney Bonner Scott  
 William Emiley Oscar Scott  
 Samuel Shaffer  
 Norman Robinson Shepherd  
 John Harold Sinton  
 Raleigh Strong Smallman  
 Thomas Smith  
 John Robert Snape  
 John Atherfold Stacey  
 Herbert Percival Stallon  
 Paul Stephenson  
 Alfred Julius Stevens, B.A. Oxon.  
 George Southall Stevens  
 Valentine Vivian Stevens  
 Charles Alan Francis Stewart  
 George Herbert Stolterforth, B.A.  
 Camb.  
 William Joseph Taylor  
 Sydney Travis  
 George Perrior Turner

Robert Norman Utley  
 Elyard Walmisley  
 Arthur Hugh Rees Walters  
 James William Ward  
 Harold Colin Webster, B.A. Camb.  
 Sydney Linthorne White  
 Edwin Parton Whittingham  
 Ernest Augustus Wilkins  
 Alwyne Landseer Williams  
 John Frederick Williams

Philip Raymond Williams  
 Arthur Munkhouse Wilson  
 Charles Godfrey Wilson  
 George Herbert Wilson  
 William Westcott Withall  
 Vernon Wood  
 Ernest Reginald Woodwork  
 John Morton Worthington  
 Humfrey Charles Cooke Yarborough

By Order of the Council,

E. W. WILLIAMSON,

Secretary.

LAW SOCIETY'S HALL, CHANCERY LANE,  
 July 11th, 1902.

APPOINTMENTS.

July 9. The KING has been pleased to give directions for the appointment of Anton Bertram, Esq., Barrister-at-Law, to be the Attorney-General of the Bahama Islands.

Mr. W. Bedford Glasier, of 47, Essex Street, Strand, W.C., has been appointed a Commissioner to receive Declarations and Affirmations and take Affidavits, and witness and attest execution of deeds, &c., for the High Court of Judicature at Bombay, also to take Acknowledgments of Married Women in London or elsewhere in England and Wales of property in the Presidency of Bombay and the Provinces dependent thereon.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Latimer Darlington and Thomas Gilbert Wintle (Darlington & Wintle), Solicitors, Bradford, by mutual consent as from July 1.

Arthur Edward Goodchild and Wellesley Thomas Hammond (Goodchild & Hammond), Solicitors, 1, Queen Victoria Street, by mutual consent as from June 30.

Robert Owen Roberts and Ellis William Davies (R. O. Roberts & Ellis Davies), Solicitors, Carnarvon and Bethesda, by mutual consent as from June 30.

James Allon Tucker and James Sidney Carpenter (Tucker & Carpenter), Solicitors, Bath, by mutual consent as from July 5. The said J. A. Tucker will continue to practice at 5, Terrace Walk, Bath, and the said J. S. Carpenter will practice at 5 and 6, Orange Grove, Bath.

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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

TRINITY SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROZA.	APPEAL COURT II.	MR. JUSTICE KNEEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JONES.	MR. JUSTICE SWINFEN EADY.
Monday, July 28	Mr. Jackson	Mr. Theed	Mr. Church	Mr. R. Leach	Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach
Tuesday " 29	" Pemberton	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" Theod
Wednesday " 30	" Godfrey	" Theed	" Church	" R. Leach	" Pemberton	" Beal	" King	" Farmer
Thursday " 31	" R. Leach	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" King
Friday, Aug. 1	" Carrington	" Theed	" Church	" R. Leach	" Pemberton	" Beal	" King	" Greswell
Saturday " 2	" Beal	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" Church

\*. The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

SUPREME COURT OF JUDICATURE.  
HIGH COURT OF JUSTICE.

CORONATION OF THEIR MAJESTIES.

ORDER OF COURT.

The Courts and Offices of the Supreme Court, including the District Registries, shall be closed on the 9th day of August next.  
July 24th, 1902.

By Order of the LORD CHANCELLOR and the Rule Committee of the Supreme Court.

COUNTY COURTS.

CORONATION OF THEIR MAJESTIES.

COUNTY COURT ORDER.

The Courts and Offices of the County Courts in England and Wales shall be closed on the 9th day of August next.  
July 24th, 1902.

By Order of the LORD CHANCELLOR.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE PRELIMINARY EXAMINATION HELD ON THE 2ND AND 3RD JULY, 1902:—

- |                                      |                                |
|--------------------------------------|--------------------------------|
| Samuel Bernard Attenborough          | Alfred Keogh                   |
| Sidney Bell                          | John Uppleby Langham           |
| Frederick William Blake              | Charles Edward Layne           |
| John Vincent Bock                    | Herbert Linley                 |
| Henry Walter Hastings Botham-<br>ley | Reginald St. John Little       |
| John William Bridgen                 | Richard Lloyd                  |
| Trevor Charles Briggs                | Geoffrey Francis Loxdale       |
| Herbert William Brook                | Roy Alexander Malcolm          |
| John Frederick Heathcote Carter      | John William Martin            |
| Robert Charles Heathcote Carter      | William Martin Milburn         |
| Alfred Bairdow Clarkson              | Raymond Eardley Morris         |
| Ernest Alfred Clifford               | Edward Aford Moss              |
| James Gordon Fenn Collins            | Gerald Osborne                 |
| Joseph Robinson Coventry             | Reginald Frank Peakett         |
| George Hamilton Ivens Cowley         | Axel Christian Pharo           |
| James Croysdale                      | David Moses Phillips           |
| Richard James Curtis                 | Godfrey Pope                   |
| Robert Jacomb Norris Dale            | William Henry Billal Quilliam  |
| Arthur Hubert Dickson                | Robert James Reid              |
| Noel Cecil Dowson                    | Bertram Sautelle Roberts       |
| Edmond Henry Maurice Eldridge        | William Leonard Shepley-Taylor |
| Charles Harold Ellis                 | Herbert Smith                  |
| John Evans                           | Richard Decimus Spencer        |
| John Francis St. Aubyn Fawcett       | Herbert Leonard Stacey         |
| William Trevor Flocks                | Charles William Symes          |
| Hugh Matheson Foster                 | Samuel Peter Bourn Tagart      |
| Maurice Charles Lane Freer           | Gwynne Thomas                  |
| Leonard Michael Friend               | John William Thorpe            |
| Geoffrey Whittall Gaskell            | Charles Noel Walker Tyacke     |
| Sydney Hillestead Gooch              | Algernon Douglas Vandamm       |
| David William Griffiths              | Rainforth Armitage Walker      |
| Walter Herbert Hanson                | Alfred Douglas Ward            |
| Roy Helmerow Helmar                  | Arthur Waits                   |
| James Oswald Hinds                   | John Herbert Whitecombe        |
| Arthur Miles Hutton                  | Charles James Widdows          |
| Cyril Gordon Jones                   | John Gay Wilkinson             |
| Richard Tudor Jones                  | George Graham Woodwark         |

By Order of the Council,

E. W. WILLIAMSON,  
Secretary.

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July 18th, 1902.



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## STATUTES.

SESSION 1902—2 EDW. 7.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
5	<i>Royal Naval Reserve Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
6	<i>Wild Birds Protection Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
7	<i>Finance Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
8	<i>Cremation Act, 1902</i> . . . . .	July 22 . . . . .	April 1, 1903.
9	<i>Prison Officers (Pensions) Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
10	<i>Police Reservists Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
11	<i>Immoral Traffic (Scotland) Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
12	<i>British Museum Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
13	<i>Labour Bureaux (London) Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
14	<i>University of Wales Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.
15	<i>Musical (Summary Proceedings) Copyright Act, 1902</i> . . . . .	July 22 . . . . .	October 1, 1902.
16	<i>Pauper Children (Ireland) Act, 1902</i> . . . . .	July 22 . . . . .	Not specified.

## BANKRUPTCY ACT, 1883.

GENERAL RULES AS TO ADMINISTRATION ORDERS  
UNDER SECTION 122.

DATED JULY 10th, 1902.

It is ordered as follows:—

1. [Former rules annulled.—Short title and application of rules.]—The rules made on 21st December, 1888, under the provisions of sect. 122 of the Bankruptcy Act, 1883 (hereinafter called the Act), are hereby annulled as from the twenty-fourth day of October, 1902, and the following rules shall thereafter stand in lieu thereof, and shall apply, so far as may be practicable (unless otherwise expressly provided), to all proceedings taken under administration orders or requests for orders in force or pending on that day. They may be read as the Bankruptcy (Administration Order) Rules, 1902.

2. [Request for order.—Form 1.]—A debtor against whom a judgment has been obtained in a county court, and who desires to obtain an administration order under sect. 122 of the Act, shall file with the registrar of the court a request and statement in writing in the form set out in the Appendix.

When the debtor is illiterate and unable to fill up the request and statement, the registrar or his clerk shall fill them up from the information given by the debtor.

3. [Contents of request.—Form 1.]—(1.) The debtor shall state in his request whether he proposes to pay his creditors in full, or whether he proposes to pay a composition. In the latter case he shall further state the amount in the pound which he proposes to pay, and in either case he shall state the amount of the monthly or other instalments by which he proposes to pay.

(2.) The debtor shall set out in a list attached to his request the names, addresses, and descriptions of all his creditors, including all secured creditors, and all creditors having power to distrain, such as landlords for rent, rates, and taxes. Where a creditor is secured, or any person in addition to the debtor is liable for any debt, the particulars and estimated value of the security, or the name and address of such other person, shall be stated. Where judgment has been

obtained or proceedings are pending in any county court or inferior court in respect of any debt scheduled that fact shall be stated, and the order or summons in each case must be produced to the registrar.

(3.) The debtor shall attach to his request and statement an affidavit deposing that, to the best of his knowledge, information, and belief, the names of all his creditors, and the true amounts of the debts due from him to them, are set out in the list attached to the request, and that the statements made by him in his request and statement are true.

4. [Notice of request.—Form 3.—Form 2.—Form 4.]—Upon a request being filed the registrar shall appoint a day for the hearing, and shall as soon as may be send in the form No. 3 in the Appendix a notice to all the creditors mentioned in the list of the day and hour when the request will be heard. The notice shall be sent by post not less than ten clear days before the day appointed for hearing the request.

The registrar shall also in like manner send a notice to the debtor in the form No. 2 in the Appendix.

Provided, that where on the filing of a request it appears that the debtor or a majority of the creditors resides or reside in the district of another county court, the registrar may before appointing a day for the hearing refer the matter to the judge; and thereupon the judge may either direct that the request shall proceed, or may, if he is of opinion that it would be inconvenient that the court should administer the estate, order the request and a certificate of the judgment to be forwarded to the county court in the district of which the debtor or a majority of the creditors resides or reside, and thereupon the latter court shall proceed as if the request had originally been filed therein. Before making such order as last mentioned the judge may, if he thinks fit, direct notice to be given to the debtor to attend at the court on a day to be named in the notice, and to show cause why such order should not be made. If such order is made, a copy thereof shall be sent by post by the registrar to the debtor.

5. [Objection to debts scheduled by debtor, or to composition or instalments offered.]—Any creditor to whom notice of the hearing of a request has been sent, and who desires to object to any debt scheduled by the debtor, or to the amount of the composition or the instalments which the debtor proposes to pay, shall send written notice of his objection, by post or otherwise, to the registrar and to the debtor, and in the case of objection to a debt to the creditor whose debt is objected to, not less than five clear days before the day appointed for the hearing of the request; and he shall state in the notice the grounds of his objection. Provided, that by leave of the

judge an objection may be heard although such notice has not been given.

6. [*Stay of proceedings between filing and hearing of request.*—At any time between the filing and the hearing of a request the judge or registrar of the court in which the request is filed may stay the proceedings on any execution, judgment summons, or order of commitment issued against the property or person of the debtor in respect of any debt scheduled to the request, whether issued by the court in which the request is filed, or issued by any other county court or inferior court and sent for execution to the court in which the request is filed; but in any such case the costs of such execution, judgment summons, or order of commitment incurred by the creditor before the stay of proceedings may be allowed, and such costs may on application be added to the debt scheduled.

7. [*Proceedings on hearing of request.*—Form 4.]—Upon the request coming on for hearing the course of proceedings shall be as follows:—

- (1.) The debtor shall attend in person, unless the judge otherwise directs.
- (2.) Any creditor, whether he has received a notice of the request or not, may attend the hearing thereof and prove his debt, and, subject to the provisions of Rule 5, object to any debt, or to the amount of the composition or the instalments which the debtor proposes to pay.
- (3.) All debts set out in the list attached to the request shall be taken to be proved unless objected to by a creditor, or disallowed by the judge.
- (4.) All creditors whose debts are objected to either by the debtor or any other creditor shall prove their debts in like manner as upon the hearing of an ordinary summons; provided that the judge may in his discretion direct the proof of any debt to be adjourned upon any terms that he may think fit, and may thereupon either adjourn the further consideration of the application or proceed to determine the same, in which latter case such debt, if and when proved, shall be added to the schedule of proved debts.
- (5.) The debtor shall answer all questions put or allowed by the judge.
- (6.) Any creditor whose debt is admitted or who has proved, and by leave of the judge any creditor the proof of whose debt has been adjourned, and with the like leave any other person on behalf of any such creditor, shall be entitled to be heard and to adduce evidence.
- (7.) Where any facts are proved on proof of which the court exercising jurisdiction in bankruptcy would be required either to refuse, suspend, or attach conditions to the debtor's discharge if he were adjudged bankrupt, the judge may refuse to make an administration order.
- (8.) No administration order shall be made under which the payment of instalments, if kept up without default, would extend over a period of more than six years from the date of the order.
- (9.) Where the judge is of opinion that it would be inconvenient that the court should administer the estate, he may order the request and a certificate of the judgment to be forwarded to the county court in the district of which the debtor or a majority of the creditors resides or reside, and thereupon the latter court shall proceed as if the request had originally been filed therein. If such order is made, a copy thereof shall be sent by post by the registrar to the debtor.

8. [*Proceedings when order made.*—Form 5.—Form 6.]—An administration order shall be in the form No. 5 in the Appendix, and, when made, a copy thereof shall be sent by post by the registrar to the debtor, but it shall not be necessary to prove the receipt thereof by the debtor before taking any proceedings upon the order.

Notice of the order having been made shall be sent to each creditor whose debt has been admitted or who has proved; the notice shall be sent by post, and shall be in the form No. 6 in the Appendix.

Notice of the order having been made shall also be sent by post in the same form (with the necessary modifications) to every other county court or inferior court in which, to the knowledge of the registrar, judgment has been obtained or proceedings are pending against the debtor in respect of any debt scheduled to the order.

9. [*Objections under sub-sect. 11.*—*Objections after time.*—After an administration order has been made, any creditor entitled to object under sub-sect. 11 of sect. 122 of the Act to any debt scheduled, or to the manner in which payment is directed to be made, must give notice

in writing, by post or otherwise, to the registrar of his objection and of the grounds thereof, and the registrar shall thereupon name a day when the objection will be heard. An application to allow the objection shall be heard *ex parte* in the first instance by the judge, who may dismiss the application, or may direct it to be renewed upon notice being given to such persons and upon such terms, as to security for costs and otherwise, as he may think fit.

Provided that no creditor to whom notice of hearing of the request has been duly sent under Rule 4 shall be entitled to object to any debt scheduled, or to the manner in which payment is directed to be made, unless within two months from the date of the order he proves to the satisfaction of the court that the notice did not reach him, and that he has not received reasonable notice of the proceedings in any other manner.

10. [*Proof under sub-sect. 12.*—Form 10.]—Any creditor desiring to prove a debt under sub-sect. 12 of sect. 122 of the Act shall send in his claim in writing, by post or otherwise, to the registrar, who shall thereupon send notice of the claim to the debtor, by post or otherwise, in the form No. 10 in the Appendix.

11. [*Proceedings if claim not disputed.*—Form 11.]—If the debtor does not within the period allowed by the notice give notice that he disputes the claim, the claim shall be deemed to be proved, and shall be added to the schedule to the order accordingly and notice of the addition shall be sent, by post or otherwise, to the creditor, in the form No. 11 in the Appendix.

12. [*Proceeding if claim disputed.*—Form 12.]—If the debtor within the period allowed gives notice of his objection, by post or otherwise, in the form No. 10 in the Appendix, the registrar shall appoint a day for the hearing of the objection, and give notice of the time for hearing to both parties, by post or otherwise, in the form No. 12 in the Appendix; and the judge on the hearing may either disallow the claim, or allow the same in whole or in part, in which latter case the debt allowed shall be added to the schedule, subject to the provisions of sub-sect. 12 of sect. 122 of the Act, and to Rule 21.

13. [*Conduct of order.*—*Duties of person having conduct of order.*—Form 13.]—The judge shall appoint some person to have the conduct of the order, and may at any time afterwards remove him, and appoint any other person in his place.

It shall be the duty of any person so appointed to take all proper proceedings for enforcing the terms of the order; but in case of his neglect to proceed, or of urgency, any creditor may, by leave of the court, take such proceedings.

In particular, it shall be the duty of the person so appointed—

- (i.) if default is made in payment of any instalment payable in pursuance of the order,
  - (a.) to apply for the issue of a judgment summons under the next following rule; or,
  - (b.) if it appears that the debtor is unable to pay by reason of illness or other unavoidable misfortune, to apply to the judge or registrar under Rule 17.
- (ii.) if any facts become known to such person on which the order might be set aside or rescinded under Rule 15, to bring such facts to the attention of the judge, who may thereupon, if he thinks fit, direct notice to be given to the debtor, by post or otherwise, in the form No. 13 in the Appendix to attend at the court on a day to be named in the notice, and to show cause why the order should not be set aside or rescinded, or may make such order or give such directions in the matter as he may think fit.

14. [*Judgment summons to enforce order.*—Form 8.—Form 9.]—If default is made in payment of any instalment payable in pursuance of the order, a judgment summons may, on the application of any person entitled to take proceedings under Rule 13, be issued without fee. A judgment summons shall be in the form No. 8 in the Appendix, and shall be served personally five clear days before the return day thereof, and all proceedings thereon shall be taken in like manner as if it were a judgment summons issued in an action in the county court, except that (as provided by the Act) the debtor shall, unless the contrary is proved, be deemed to have had since the date of the order the means to pay the sum in respect of which he has made default, and to have refused or neglected to pay the same; and the judge, if satisfied that the debtor has not had the means to pay the sum in respect of which he has made default, may direct that the administration order shall be deemed to have been suspended during the period covered by the default, or make a new order for payment of the amount remaining due under the order by instalments. An order of commitment shall be in the form No. 9 in the Appendix.

15. [Rescission of order.—Form 14.—Form 13.]—(1.) Where an administration order has at any time heretofore been or shall hereafter be made, such order may at any time be set aside or rescinded by the judge in any of the following cases; namely,

- (1.) Where two or more of the instalments ordered to be paid are in arrear.
- (2.) Where the debtor has wilfully inserted in the list attached to his request the wrong name or address of any of his creditors, or has wilfully omitted therefrom the name of any creditor.
- (3.) Where the debtor subsequent to the date of the order has obtained credit to the extent of 2l. or upwards without informing the creditor that he has an administration order.
- (4.) Where the order has been obtained by fraud or misrepresentation.
- (5.) Where a receiving order has since the date of the administration order been made against the debtor.

(2.) An administration order may be set aside or rescinded under this rule—

- (1.) on the hearing of a judgment summons; or,
- (2.) on the application of any person entitled to take proceedings under Rule 13, in which case notice shall be given to the debtor, by post or otherwise, in the form No. 13 in the Appendix to attend at the court on a day to be named in the notice, and to show cause why the order should not be set aside or rescinded; but such notice need not be given when the application is made on the ground of a receiving order having been made against the debtor.

16. [Effect of rescission.—Form 15.]—(1.) Where an administration order is set aside or rescinded under the last preceding rule, it shall be without prejudice to anything already done or suffered under the order.

(2.) Any money paid into court under the order may be dealt with as if the order had not been set aside or rescinded.

(3.) Notice that the order has been set aside or rescinded shall be sent by the registrar to the debtor and to every creditor named in the schedule, and to every other county court or inferior court in which, to the knowledge of the registrar, judgment had been obtained or proceedings were pending against the debtor at the time when the order was made, in respect of any debts scheduled to the order. Such notice shall be sent by post, and shall be in the form No. 15 in the Appendix.

17. [Suspension of order.—Form 16.]—Where it appears that the debtor is unable to pay any instalment, by reason of illness or other unavoidable misfortune, the registrar may from time to time suspend the operation of the order until the next sitting of the court, and the judge may from time to time suspend the operation of the order for such time as he shall direct, or make a new order for payment by instalments.

18. [Second request after refusal or rescission of order.]—Where a debtor has filed a request for an administration order, and the judge has refused to make the order, or when an order has been rescinded, the debtor shall not be allowed to file another request in the same or any other court without first obtaining the leave of the judge of the court first mentioned.

19. [Suspension of order pending commitment.]—When an order of commitment is made upon the hearing of any judgment summons, and the execution of the order is suspended for a specified time to enable the debtor to pay the amount in respect of the non-payment of which the order is made, the administration order shall be also suspended during that time.

20. [Calculation of arrears.]—In calculating the amount in arrear under an administration order, any instalments accruing due during the period for which such order has been suspended shall not be reckoned in that amount.

21. [Payment *pari passu* of debts scheduled under sub-sect. 12.]—All persons scheduled as creditors under sub-sect. 12 of sect. 122 of the Act, before the administration order is superseded under sub-sect. 13 of the Act, shall rank *pari passu inter se*, subject to the priority given by sub-sect. 12 to those creditors who are scheduled as having been creditors before the date of the administration order, but no payment made to any such creditor by way of dividend or otherwise shall be disturbed by reason of any subsequent proof by any other creditor under sub-sect. 12.

22. [Payment into court and appropriation of moneys paid under order.]—All moneys paid or levied under an administration order shall be paid into court and appropriated in accordance with sub-sect. 8 of sect. 122 of the Act.

23. [Declaration of dividends.]—After payment of costs, dividends shall from time to time be declared and distributed among the creditors entitled thereto.

24. [Notice and payment out of costs and dividends.—Form 17.]—(1.) The registrar shall send notice to the plaintiff in the action when a sum sufficient to satisfy his costs has been paid into court, and when a dividend is declared he shall send notice to each creditor entitled to share therein. Such notices shall be sent by post, and shall be in the form No. 17 in the Appendix.

(2.) Such sum and dividends shall be paid to the persons entitled thereto in accordance with the County Court Rules as to payment out of court of money paid in under a judgment, the notice in the preceding paragraph mentioned being for the purpose of those rules considered as a plaint-note.

25. [Registrar's accounts.]—The registrar shall keep accounts of the money received and payments made under any administration order in such manner as may be from time to time directed by the Treasury.

26. [Unclaimed dividends.]—(1.) The registrar shall in the month of March in each year make out a list of all dividends and other sums payable under administration orders which have remained unclaimed for five years before the first day of January then last past, with the names of the parties entitled thereto: and a copy of such list shall be posted in some conspicuous place in the court-house on the days when the court is sitting, and at all times in the registrar's office; and all such dividends and other sums which shall have remained unclaimed for six years on the first day of January next after such list is so put up as aforesaid shall be accounted for by the registrar to the Treasury. The list to be made out and posted in the month of March one thousand nine hundred and three shall include all such dividends and other sums as shall have remained unclaimed for five years or upwards before the first day of January one thousand nine hundred and three under any administration orders made since the Act came into operation.

(2.) Any person claiming to be entitled to any such dividend or other sum after the same has been accounted for to the Treasury may apply to the judge to order the same to be paid to him; and the judge, if satisfied that the person claiming is entitled, may make an order accordingly; and thereupon the registrar shall pay the sum so ordered to be paid out of any money in his hands, and shall be allowed by the Treasury, at his audit, the amount so paid.

27. [Notice by debtor of change of address.]—Where a debtor against whom an administration order has been made changes his address, he shall at once give notice to the registrar of his new address.

28. [Use of forms.]—The forms in the Appendix hereto, with such variations as circumstances may require, shall be used for the purposes of these Rules and of sect. 122 of the Act.

29. [Construction of rules.]—In the construction of these Rules, unless there is anything in the subject or context repugnant thereto, words shall have the same meaning as in the County Courts Act, 1888, and the Rules and Orders made thereunder.

(Signed) HALSBURY, C.  
I concur.

(Signed) G. W. BALFOUR,  
President of the Board of Trade.

The 10th day of July, 1902.

APPENDIX.

1.

Request for an Administration Order.

THE BANKRUPTCY ACT, 1883, SECT. 132.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_.

No. of Plaint \_\_\_\_\_

Between \_\_\_\_\_  
and \_\_\_\_\_  
Plaintiff,  
Defendant.

I, A.B., of &c., the above-named defendant, state that a judgment was obtained against me in this action on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, for the sum of £\_\_\_\_\_, and that I am unable to pay the amount forthwith

I am indebted to the several persons, including the plaintiff in this action, mentioned in the list hereto in the sums set opposite their names, not exceeding in the whole £50, and I am indebted, to the best of my knowledge, information, and belief, to no other person whatsoever.

I hereby request that an order may be made for the administration of my estate under the 122nd section of the Bankruptcy Act, 1883, and the payment of my debts in full [or to the extent of \_\_\_\_\_ shillings in the pound], by instalments of \_\_\_\_\_ pounds and \_\_\_\_\_ shillings for every \_\_\_\_\_ days.

LIST OF CREDITORS.

Name of Creditor.	Address.	Description.	Amount of Debt.

NOTE.—The judgment debt must be inserted as well as all other debts. If any of the above creditors, in addition to the judgment creditor, have sued the defendant in any court, the summons or order in each case must be produced to the registrar. If any creditor is secured or entitled to distrain, or any person in addition to the debtor is liable for any debt, this fact must be stated, with the particulars and estimated value of the security, or the name and address of such other person.

STATEMENT.

I state—  
 That I am \_\_\_\_\_ years of age, and am\* \_\_\_\_\_.  
 That I am employed at† \_\_\_\_\_.  
 That my wages are‡ \_\_\_\_\_.  
 That I have [or have not] a wife.  
 That my wife earns by§ \_\_\_\_\_.  
 That I have the following children living with me:—  
 || 1. \_\_\_\_\_ aged \_\_\_\_\_ years.  
 2. \_\_\_\_\_ aged \_\_\_\_\_ years.  
 3. \_\_\_\_\_ aged \_\_\_\_\_ years.  
 &c.  
 That numbers \_\_\_\_\_ earn money as follows:—  
 Number 1 £ s. d. a week.  
 " 2 \_\_\_\_\_  
 and so on.  
 That the reason why I am unable to pay my debts is¶ \_\_\_\_\_.  
 That I have goods, household or otherwise, at \_\_\_\_\_, to the value of \_\_\_\_\_.

I, A.B. aforesaid, make oath and say that to the best of my knowledge, information and belief, the names of all my creditors, and the debts due from me to them are truly set forth in the above list of my creditors, and that the particulars contained in my request and the above statement are true.

Sworn at, &c.

A.B.

\* Here state what you are.  
 † Here state name and address and description of employer.  
 ‡ Here state amount received weekly or otherwise.  
 § Here insert the work done by wife, and the wages she earns.  
 || Here insert names and ages of children.  
 ¶ Here state reason.

2.

Notice to Debtor.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)  
 In the matter of a request for an administration order against \_\_\_\_\_,  
 of, &c. Debtor.

TAKE NOTICE, that your request for an administration order under sect. 122 of the Bankruptcy Act, 1883 [add, if so, which has been forwarded to this court from the County Court of \_\_\_\_\_, holden at \_\_\_\_\_], will be heard at the Court House at \_\_\_\_\_, in the county of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon.

You must bring with you to the Court all your books of account, invoices, papers, summonses, or other documents relating to any debts owing by you.

Dated \_\_\_\_\_.

Registrar.

To A.B., of \_\_\_\_\_.

3.

Notice to Creditors.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)  
 In the matter of a request for an administration order against \_\_\_\_\_,  
 of, &c. Debtor.

WHEREAS the above-named debtor has filed a request for an administration order under the 122nd section of the Bankruptcy Act, 1883, for the payment of his debts in full [or to the extent of \_\_\_\_\_ shillings in the pound] to be paid by instalments of \_\_\_\_\_ pounds and \_\_\_\_\_ shillings for every \_\_\_\_\_ days [add, if so, which request has been forwarded to this Court from the County Court of \_\_\_\_\_, holden at \_\_\_\_\_]:—

This is to give you notice that the Court will proceed to hear the said request at a Court to be holden at the County Court House at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon.

The debtor states that he owes you the sum of £ \_\_\_\_\_.  
 [The debtor states that he is \_\_\_\_\_, and is employed at \_\_\_\_\_ [as set out in the request], and that his wages are \_\_\_\_\_, and that his wife earns \_\_\_\_\_, and that he has \_\_\_\_\_ children living with him, of whom \_\_\_\_\_ earn wages amounting to \_\_\_\_\_, and that his goods are of the value of \_\_\_\_\_.]

A list of creditors, with the amounts stated to be respectively owing to them, can be inspected on application at the Registrar's office.

If you wish to object to the debt of any creditor named in the list, or to the amount of the composition or the instalments which the debtor proposes to pay, you must give written notice thereof, by post or otherwise, to the Registrar of the Court and to the debtor, and in the case of objection to a debt to the creditor whose debt is objected to, five clear days before the day fixed for the hearing of the request, stating in such notice the grounds of your objection.

If you claim more than the amount stated to be due to you, you should bring with you to the Court on the day above mentioned any witnesses, books, &c., necessary to prove your claim.

Dated, &c.

Registrar.

To C.D., of \_\_\_\_\_

4.

Order directing Request to be forwarded to another Court.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, No. of Plaintiff.

Between

Plaintiff,

and

Defendant.

WHEREAS a judgment was obtained against the above-named defendant \_\_\_\_\_ in this action on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

AND WHEREAS the defendant has filed a request in this Court for an order for the administration of his estate under the 122nd section of the Bankruptcy Act, 1883:

AND WHEREAS in the opinion of the Court it would be inconvenient that this Court should administer the estate:

It is ordered that the said request and a certificate of the said judgment be forwarded to the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, in the district of which court the said debtor [or a majority of the creditors of the said debtor] resides [or reside].

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

By the Court,

Registrar.

5.

Administration Order.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In the matter of an administration order against *A.B.*,  
of, &c. Debtor.  
The \_\_\_\_\_ day of \_\_\_\_\_ 19 .

It is this day ordered that the above-named debtor do pay the several debts in the schedule hereto, and all others now due and which may hereafter be duly proved under this order in respect of debts now incurred, in full (or to the extent of \_\_\_\_\_ s. in the £).

And it is ordered that the said debtor do pay to the Registrar of the Court \_\_\_\_\_ s. for every \_\_\_\_\_ days until such debts shall be paid in full (or to the extent of \_\_\_\_\_ s. in the £), together with the costs of this administration, and the costs of *C.D.* (the plaintiff in the action upon the judgment in which the administration order was made), the first of such payments to be made on the \_\_\_\_\_ day of \_\_\_\_\_ 19 ; and it is directed that *E.F.*, of, &c., have the conduct of this order.

By the Court, &c.  
Here follows the schedule of debts.

*E.B.*—On the copy sent to the debtor the following must be added :  
Take notice, that if you change your address you must at once give notice to the Registrar of your new address.

6.

Notice to Creditors and other Courts.

THE BANKRUPTCY ACT, 1883, SECT. 112.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ (Seal.)  
No. of Administration order.  
Debtor.

In the matter, &c.

TAKE NOTICE, that the Court has this day made an administration order providing for the payment of the debts of the above-named debtor in full (or to the extent of \_\_\_\_\_ s. in the £) by instalments of \_\_\_\_\_ s. every \_\_\_\_\_ days, and has directed that *E.F.*, of, &c., shall have the conduct of the order.

Dated, &c. Registrar.

Bring this notice with you when you apply for a dividend or attend at the office of the Registrar for any purpose whatsoever.

Where notice of the order is sent to another Court, substitute for these words:

A debt amounting to \_\_\_\_\_ due to \_\_\_\_\_, in respect of which it is stated that a judgment has been obtained or proceedings are pending in the County Court of \_\_\_\_\_ holden at \_\_\_\_\_ [or as the case may be], is scheduled to the order.

Hours, &c.

7.

Warrant of Execution.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ (Seal.)  
No. of administration order.  
No. of execution.  
Debtor.

In the matter of, &c.

WHEREAS an administration order was made against the above-named debtor on the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

And whereas it has been made to appear to the Judge (or Registrar) of the Court that the property of the debtor exceeds in value ten pounds:

You are therefore required and ordered forthwith to make and levy by distress and sale of the goods and chattels of the debtor, wheresoever they may be found within the district of this Court (except the household goods, wearing apparel, and bedding of the debtor or his family, and the tools and implements of his trade, to the value in the aggregate of twenty pounds), the sum stated at the foot of this warrant, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank) and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the debtor which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and to pay what you shall have so levied to the Registrar of this Court, and to make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

To the high bailiff of the Court, and others the bailiffs thereof.

	£	s.	d.	
Amount to be levied* . . . . .				By the Court,
				Registrar.
	£			

\* The amount to be levied will be—1st, the costs of the plaintiff; 2nd, the costs of the administration, i.e., 2s. in the £ on the amount of debts then ascertained; and, 3rdly, the total amount of the debts scheduled, or so much thereof as the Court may have ordered to be paid, less the amount (if any) already paid.

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the debtor.

8.

Judgment Summons.

THE BANKRUPTCY ACT, 1883, SECT. 122, and THE DEBTORS ACT, 1869.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ (Seal.)  
No. of administration order.  
No. of judgment summons.  
Debtor.

In the matter of, &c.

WHEREAS an administration order was made against you, the above-named debtor, in this Court, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, for the payment of your debts in full [or to the extent of \_\_\_\_\_ in the £] by instalments of \_\_\_\_\_ shillings for every \_\_\_\_\_ days:

And whereas you have made default in payment of the sum of \_\_\_\_\_ payable in pursuance of the said order:

You are therefore hereby summoned to appear personally in this Court, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon, to be examined on oath by the Court touching the means you have or have had since the date of the order to satisfy the sum payable in pursuance of the said order, and also to show cause why you should not be committed to prison for such default; and you are hereby warned that unless the contrary is proved you will under the Act be deemed to have had since the date of the order the means to pay the sum in respect of which you have made default, and to have refused or neglected to pay the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ .  
Registrar.  
£ s. d.

Amount paid under administration order . . . . .	
Amount of instalments due and upon payment of which no further proceedings will be had until default in payment of the next instalment . . . . .	

9.

Order of Commitment.

THE BANKRUPTCY ACT, 1883, SECT. 122, and THE DEBTORS ACT, 1869.

In the [title of Court ordering committal]. (Seal.)  
No. of administration order.  
No. of judgment summons.  
No. of order.  
Debtor.

In the matter of, &c.

To the high bailiff and others the bailiffs of the said Court, and all peace officers within the jurisdiction of the said Court, and to the governor or keeper of the [prison used by the Court, if the debtor is resident within the jurisdiction; if not, no name of prison to be inserted].

WHEREAS an administration order was made against the above-named debtor on the \_\_\_\_\_ day of \_\_\_\_\_ for the payment of his debts in full [or to the extent of \_\_\_\_\_ in the £], by instalments of \_\_\_\_\_ shillings for every \_\_\_\_\_ days:

And whereas the debtor has made default in payment of \_\_\_\_\_ payable in pursuance of the said order:

And whereas a summons was duly issued out of this Court, by which the debtor was required to appear personally at this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, to be examined on oath touching the means he had then or had had since the date of the order to satisfy the sum then due and payable in pursuance of the order, and to show cause why he should

not be committed to prison for such default, which summons has been proved to this Court to have been duly and personally served on the debtor:

And whereas at the hearing of the said summons it has not been proved to the satisfaction of the Court that the debtor has not [or has not had] since the date of the order the means to pay the sum then due and payable in pursuance of the order:

And whereas the debtor has refused [or neglected] to pay the same, and has shown no cause why he should not be committed to prison:

Now therefore, it is ordered that, for such default as aforesaid, the debtor shall be committed to prison for \_\_\_\_\_ days, unless he shall sooner pay the sum stated below as that upon the payment of which he is to be discharged.

These are therefore to require you, the said high bailiff, bailiffs and others to take the debtor, and to deliver him to the governor or keeper of the \_\_\_\_\_, and you the said governor or keeper to receive the debtor, and him safely keep in the said prison for \_\_\_\_\_ days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of \_\_\_\_\_ this [insert date of order] day of \_\_\_\_\_, 19 \_\_\_\_\_.

By the Court,

Registrar.

	£	s.	d.
Total amount of instalments due at time of issue of judgment summons			
Deduct amount paid into court since issue of judgment summons			
Sum on payment of which the debtor is to be discharged			

N.B.—Where this order is sent to a foreign Court under sect. 158 of the County Courts Act, 1888, the registrar of that Court shall insert the name of the prison used by the foreign Court.

10.

Notice to Debtor of Creditor's Claim under sub-sect. 12.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

TAKE NOTICE, that E.F., of, &c., states that you owe him the sum of £\_\_\_\_\_ for \_\_\_\_\_, and claims to be scheduled as a creditor for that sum;

AND further take notice, that if you wish to dispute such claim you must within seven days from this date sign and return the notice at the foot hereof to the Registrar of the Court.

If you do not return the notice as above mentioned, the said claim will be taken to be admitted by you and will be added to the schedule accordingly.

To A.B., &c.

NOTICE.

No. of administration order.

I object to the claim of E.F., of \_\_\_\_\_ against me.

(Signed) A.B. (debtor).

To the Registrar of the County Court at \_\_\_\_\_.

11.

Notice to Creditor that his Claim is not objected to.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In this matter of, &c. Debtor.

TAKE NOTICE, that the debtor has not given notice of his intention to dispute your claim, and that the same has been added to the schedule of debts proved.

To E.F., &c.

You must retain this notice and produce it when you come to the office to receive dividends or for any other purpose.

12.

Notice of Hearing of Objection to Claim.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

You [or The debtor] having given notice of your [or his] intention to dispute the claim of E.F. \_\_\_\_\_ of \_\_\_\_\_ against you [or your claim against him],

TAKE NOTICE, that the objection will be heard at the Court House at \_\_\_\_\_ in the County of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon.

You should bring with you to the Court on the day above-mentioned any witnesses, books, &c., necessary to defeat [or prove] the claim.

Dated, &c.

Registrar.

To, &c.

A.B. [the Debtor] and

E.F. [the Claimant].

13.

Notice to Debtor to attend and show cause why Administration Order should not be rescinded.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

TAKE NOTICE, that you are hereby required to attend personally in this Court, at \_\_\_\_\_, on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, at the hour of \_\_\_\_\_ in the \_\_\_\_\_ noon, to show cause why the administration order made against you in this Court on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, should not be set aside or rescinded on the following grounds:

[here state grounds alleged for rescission.]

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Registrar.

To [the Debtor.] \_\_\_\_\_

14.

Order rescinding Administration Order.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

It is hereby ordered that the administration order made against the above-named debtor in this Court on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, be and the same is hereby rescinded on the following grounds:

[here state grounds for rescission.]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

By the Court,

Registrar.

15.

Notice to Debtor and Creditors and other Courts of Rescission of Administration Order.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_, (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

TAKE NOTICE, that by order dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ the administration order made against [you] the above named debtor in this Court on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, has been rescinded on the following grounds:

[here state grounds of rescission.]

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Registrar.

To \_\_\_\_\_

[NOTE.—If there are any moneys in Court to be distributed, notice of

dividend should also be sent to the creditors: See Rules 16 (2), 24 (1), and Form 17.]

16.

Order suspending operation of Administration Order, or New Order for payment by Instalments.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

WHEREAS an administration order was made against the above-named debtor on the \_\_\_\_\_ day of \_\_\_\_\_ for the payment of his debts in full [or to the extent of \_\_\_\_\_ in the £] by instalments of \_\_\_\_\_ shillings for every \_\_\_\_\_ days:

AND WHEREAS it appears that the debtor is unable to pay the instalments due under the said order by reason of illness [or unavoidable misfortune]:

It is hereby ordered that the operation of the said order be and the same is hereby suspended for a term of \_\_\_\_\_ from this date.

[or It is hereby ordered that the said debtor do pay the amount remaining due under the said order by instalments of \_\_\_\_\_ for every \_\_\_\_\_ days, the first of such instalments to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ 19 .]

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

By the Court,

Registrar.

17.

Notice of Dividend.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ (Seal.)

No. of administration order.

In the matter of, &c. Debtor.

(1.) Notice of Payment of Plaintiff's Costs.

TAKE NOTICE, that a sum has been paid into court in this matter sufficient to pay your costs of action, amounting to \_\_\_\_\_.

(2.) Notice of Dividend.

TAKE NOTICE, that a sum has been paid into court in this matter sufficient to provide for payment of a dividend of \_\_\_\_\_ in the pound.

The amount of the dividend on the debt of \_\_\_\_\_ scheduled as due to you is \_\_\_\_\_.

In either case proceed as follows:

The above sum will be paid out to you in accordance with the County Court Rules as to payment out of court of money paid in on a judgment. On your applying for the same it will be necessary that you should produce this notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

Registrar.

To [the Plaintiff or other Creditor.]

18.

Order superseding Administration Order.

THE BANKRUPTCY ACT, 1883, SECT. 122.

In the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ (Seal.)

No. of administration order.

In the matter, &c. Debtor.

WHEREAS the above-named debtor has under this order paid into court a sum sufficient to pay each debt scheduled to the extent thereby provided, and the costs of the plaintiff and of the administration: It is ordered that such order be superseded, and that the debtor be discharged from his debts scheduled under such order.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

By the Court,

Registrar.

19.

Notice of Administration Orders made at the County Court of \_\_\_\_\_, holden at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 .

Name of Debtor.		Residence.		Description.	Number of Creditors Scheduled.		Gross Amount of Debts.	Number of Order.
Sur-name.	Christian Name or Names.	Place, Street, &c.	County.		Judgment.	Non-judgment.		
							£ s. d.	

I hereby certify that the above return is correct.

Registrar.

NOTE.—To be sent to the Registry of County Court Judgments, and to be posted up in the Office of the Court within three days of the making of the Order.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

JUNE, 1902.

\* \* \* The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in italics.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

[In Order of Merit.]

1. ALEXANDER ROBERT TURING.  
*Mr. John Charles Fernagle Barfield, of the firm of Messrs. Barfield & Barfield, of London.*
2. JOHN PRENTICE ASHBRIDGE.  
*Mr. John Ashbridge, of London.*

SECOND CLASS.

[In Alphabetical Order.]

- WALTER THOMAS FAIRBAIRN.  
*Mr. John Avery, of the firm of Messrs. Avery & Son, of London.*
- JAMES WILLIAM BIRKETT HODGSON, B.A. OXON.  
*Mr. Cedric Houghton, of the firm of Messrs. Houghton, Myres & Beverley, of Preston.*
- LEONARD MARK KENNAWAY.  
*Mr. Arthur William Buckingham, of the firm of Messrs. Buckingham, Son & Kindersley, of Exeter.*
- HENRY DODINGTON LOVDAY.  
*Messrs. How & Son, of Shrewsbury; and Messrs. Bell, Stewart, May & How, of London.*
- REGINALD CHANTER MENNEER, LL.B. LOND.  
*Mr. Isidore J. Carter, of Torquay.*



## THIRD CLASS.

[In Alphabetical Order.]

- GEORGE BARNARD BLACK.  
*Mr. Edgar James Birdsall, of Scarborough.*
- FRANCIS HAWKINS BRETHERTON.  
*Mr. Frederick H. Bretherton, of Gloucester; and Messrs. Devonshire & Monkland, of London.*
- HERBERT STANLEY CHAPMAN, B.A., LL.B. CAMB.  
*Mr. Stanley Chapman, of the firm of Messrs. Norris, Allens & Chapman, of London.*
- WILLIAM PAUL CHESTERMAN.  
*Mr. William Thomas Chesterman, of Bath.*
- ALFRED GUY DEWHIRST.  
*Mr. Charles John Vint, of the firm of Messrs. Vint, Parkinson-Hill & Killeck, of Bradford; and Messrs. Nussey & Fellowes, of London.*
- FRANK TAYNTON EVANS, B.A. OXON.  
*Messrs. Leigh & Horley, of Cardiff.*
- JOHN BOLLE TYNDALE GOUGH.  
*Messrs. Sworder & Longmore, of Hertford; and Messrs. Patersons, Snow, Bloxam & Kinder, of London.*
- HENRY HAWORTH HARDMAN.  
*Mr. Oliver Howard Swann, of the firm of Messrs. Swann & Green, of London.*
- GEORGE ROWLAND DEVEREUX HARRISON, B.A. CAMB.  
*Mr. George Devereux Harrison, of the firm of Messrs. Harrison & Winnall, of Welshpool; and Messrs. Rowcliffes, Rawle & Co., of London.*
- HARRY OLIFF HASELGOVE, LL.B. LOND.  
*Mr. Robert Jenkins and Mr. William Peiroe Owen, both of London.*
- HAROLD HARGREAVES HASLAM.  
*Mr. Henry Piper Linton, of the firm of Messrs. Linton & Son, of Cardiff; and Messrs. Bell, Brodrick & Gray, of London.*
- KENNETH D'AGUILAR HOUSTON.  
*Mr. Howard Percy Becher, of London.*
- JOSEPH LUSTGARTEN.  
*Mr. Christopher Tait Rhodes, of Halifax; and Mr. Edward George Asher, of Manchester.*

- EDWARD HENRY HARDWICK SALMON.  
*Mr. Edward A. Salmon, of Bristol.*
- HARRY HERBERT SANDERSON.  
*Mr. Agar Hooper Parkin, of the firm of Messrs. Archer, Parker & Archer, of Stockton-on-Tees; and Messrs. Crump, Spratt & Co., of London.*
- HUBERT ASHCOMBE WHEATCROFT, B.A. OXON.  
*Mr. Alpheus Henry Robotham, of the firm of Messrs. Robotham & Co., of Derby.*
- FRANCIS GERALD WHITTUCK.  
*Mr. Frederick Edward Whittuck, of Bristol.*
- WILLIAM HENRY WILSON.  
*Mr. Joseph Kennedy Armstrong, of the firm of Messrs. George Armstrong & Son, of Newcastle-upon-Tyne; and Messrs. King, Wigg & Co., of London.*
- EDWIN ERNEST STANLEY WRIGHT.  
*Mr. Frederick Dutton, of the firm of Messrs. Blyth, Dutton, Hartley & Blyth, of London.*
- HARRY YATES.  
*Mr. James Yates, of Southport.*

The Council of the Incorporated Law Society have accordingly given Class Certificates and awarded the following Prizes of Books:—

To Mr. Turing—Prize of the Honourable Society of Clerks' Inn—Value about 10*l.*; and The Daniel Beardon Prize—Value about 20 guineas.

To Mr. Ashbridge—The Prize of the Honourable Society of Clifford's Inn—Value 5 guineas.

To Mr. G. B. Black—The John Mackrell Prize—Value about 1*l.*

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

126 Candidates gave notice for the Examination.

By Order of the Council.

E. W. WILLIAMS,  
*Secretary.*

LAW SOCIETY'S HALL, CHANCERY LANE, LONDON:  
25th July, 1902.

## COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

## TRINITY SITTINGS, 1902.

## ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMBROIDER ROTA.	APPEAL COURT AT IL	MR. JUSTICE KIRKWICK.	MR. JUSTICE BYSSY.	MR. JUSTICE FAWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWIDDER LANE.
Monday, Aug. 4	Mr. Theed	Mr. Pemberton	Mr. W. Leach	Mr. Farmer	Mr. Carrington	Mr. Godfrey	Mr. Greswell	Mr. Jackson
Tuesday " 5	" W. Leach	" Jackson	" Theed	" King	" Beal	" R. Leach	" Church	" Pemberton
Wednesday " 6	" Church	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Greswell	" Beal
Thursday " 7	" Greswell	" Jackson	" Theed	" King	" Beal	" R. Leach	" Church	" Carrington
Friday " 8	" King	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Greswell	" R. Leach

\*. The Long Vacation will commence on Wednesday, the 13th day of August, and terminate on Thursday, the 23rd day of October, 1902, both days inclusive.

APPOINTMENTS.

July 23. The KING has been pleased to give directions for the appointment of Herbert Francis Blaine, Esq., Attorney-General of the Orange River Colony, to be one of His Majesty's Counsel for that Colony.

July 24. The KING has been pleased to direct the preparation of Warrants under His Majesty's Royal Sign Manual, authorizing Letters Patent to be passed under the Great Seal of the United Kingdom of Great Britain and Ireland, conferring the dignity of a Baronet of the said United Kingdom upon each of the following Gentlemen and the heirs male of their respective bodies lawfully begotten, viz. :—

George Henry Lewis, of Portland Place, in the borough of Marylebone, in the county of London, Knight;

Charles Benjamin Bright McLaren, of Bodnant, in the parish of Eglwysbach, in the county of Denbigh, Gwylgre, in the parish of Llanasa, in the county of Flint, and Hilders, in the parish of Shottonmill, in the county of Surrey, Esquire, one of His Majesty's Counsel learned in the Law; and

William Edward Murray Tomlinson, of Richmond Terrace, Whitehall, in the city of Westminster, in the county of London, and of Preston, Heysham, and Bolton-le-Sands, in the County Palatine of Lancaster, Esquire.

July 24. The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 17th instant, to appoint Alexander Edward Pola, Esq., Barrister-at-Law, to be Recorder of the borough of Newcastle-under-Lyme, in the room of Patrick Fleming Evans, Esq., deceased.

Sir Albert Kaye Rollit, Knt., M.P., has been elected President of the Incorporated Law Society in succession to the Right Hon. Sir Henry Fowler, G.C.B.I., M.P.

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Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
17	<i>Midwives Act, 1902</i> . . . . .	July 31. . . . .	April 1, 1903.
18	<i>Licensing (Ireland) Act, 1902.</i> . . . . .	July 31. . . . .	Not specified.
19	<i>Education Act, 1901 (Renewal) Act, 1902</i> . . . . .	July 31. . . . .	Not specified.

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# STATUTES.

SESSION 1902—2 EDW. 7.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
20	<i>Public Libraries (Ireland) Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.
21	<i>Shop Clubs Act, 1902</i> . . . . .	August 8 . . . . .	January 1, 1903.
22	<i>Public Works Loans Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.
23	<i>Isle of Man (Customs) Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.
24	<i>Marine Works (Ireland) Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.
25	<i>Lands Valuation (Scotland) Amendment Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.
26	<i>Pacific Cable Amendment Act, 1902.</i> . . . . .	August 8 . . . . .	Not specified.
27	<i>Appropriation Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.
28	<i>Licensing Act, 1902</i> . . . . .	August 8 . . . . .	January 1, 1903, except where otherwise expressly mentioned.
29	<i>Freshwater Fish (Scotland) Act, 1902</i> . . . . .	August 8 . . . . .	Not specified.

## THE INCORPORATED COUNCIL OF LAW REPORTING FOR ENGLAND AND WALES.

At a meeting of the Incorporated Council of Law Reporting held on the 5th of August, 1902, Mr. P. NOBLE FAWCETT, of the Middle Temple, Barrister, was appointed Secretary to the Council in the room of the late Mr. Patrick F. Evans.

## HIGH COURT OF JUSTICE.

LONG VACATION, 1902.

### NOTICE.

During the Vacation until further notice:—All applications which require to be immediately or promptly heard are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. JUSTICE SWINFEN EADY, one of the Vacation Judges, will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.45 a.m. on Wednesday in every week, commencing on Wednesday, 20th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made, in any Case of Urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On Applications for Injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent,

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices KEKEWICH and JOYCE will be open for Vacation Business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. JUSTICE SWINFEN EADY will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Thursday, 14th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30. Motions will be heard by the Registrar on Wednesdays, the 19th and 27th August, the 10th and 24th September, and the 8th October, at 12.30. In matters that cannot be dealt with by a Registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 20th August, the 10th September, and the 1st and 15th October.

A summons (whether before Judge or Registrar) must be entered at the Registry, and case and papers for motion (whether before Judge or Registrar) and papers for making decrees absolute must be filed at the Registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock on

the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

*N.B.*—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

CHANCERY REGISTRARS' OFFICE,  
ROYAL COURTS OF JUSTICE,  
August, 1902.

### APPOINTMENTS.

August 14. The KING has been pleased, by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland,

to grant the dignity of a Knight of the said United Kingdom unto each of the undermentioned Gentlemen:—

- Edward Albert Stone, Esq., Chief Justice of the State of Western Australia.  
The Honourable Arthur Rutledge, K.C., Attorney-General of the State of Queensland.  
Henri Elzéar Taschereau, Esq., K.C., LL.D., Puime Judge of the Supreme Court of the Dominion of Canada.

### PROFESSIONAL PARTNERSHIPS DISSOLVED.

Francis John Hunt and Thomas Alfred Capron (A. H. Hunt & Co.) Solicitors, Romford, Grays, and Ilford, Essex, and 17, St. Swithin's Lane, by mutual consent as from March 25. The said F. J. Hunt will continue to carry on business at Romford and Ilford under the style of Hunt & Hunt, and the said T. A. Capron will continue to carry on business at Grays under the style of T. A. Capron & Co. The practice carried on at 17, St. Swithin's Lane will be continued at the same address by F. J. Hunt and T. A. Capron under the style of Hunt & Capron.

Henry James Widdows and Samuel Arthur Banks (Widdows & Banks), Solicitors, Manchester and Leigh, Lancaster, by mutual consent. The said H. J. Widdows will carry on the businesses at Manchester and Leigh as heretofore. August 5.

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**GENERAL RULE PURSUANT TO SECTION 26 OF THE COMPANIES (WINDING UP) ACT, 1890.**

The powers given to the Registrar in Companies (Winding Up) by Rule 1 of the Companies (Winding Up) Rules, August, 1892, are hereby extended so as to apply to any action in which the Chamber proceedings are by any Rules of the Supreme Court or otherwise directed to be dealt with by the said Registrar.

(Signed) HALSBURY C.

August 14, 1902.

I concur.

(Signed) G. W. BALFOUR,  
President of the Board of Trade.

**COUNCIL OF LEGAL EDUCATION.**

**PROSPECTUS OF LECTURES AND CLASSES**

DURING

**MICHAELMAS EDUCATIONAL TERM, 1902.**

**ROMAN LAW AND JURISPRUDENCE AND INTERNATIONAL LAW—PUBLIC AND PRIVATE.**

Reader . . . . . J. PAWLEY BATE, Esq.

Assistant Reader . . S. H. LEONARD, Esq.

During Michaelmas Term the READER proposes to deliver Lectures and hold Classes as follows:—

I. On Mondays and Wednesdays (at 2 o'clock), and Thursdays (at 12 o'clock), he will give a course of Lectures on Roman Law and Jurisprudence. The first Lecture will be given on Monday, October 27th. This course is so arranged as to cover in the educational year the topics ordinarily treated of in commentaries upon the Institutes of Justinian, more attention being paid to the developed Roman Law than to the antiquities of Roman Legal History. In particular the READER compares the Roman with the English Law and shows the effect of Roman Law upon legal systems of the present day; and in the course of the Lectures the leading ideas and terms of legal systems in general will be explained and analysed. The following topics will be discussed in Michaelmas Term:—

1. The main epochs of Roman Legal History. Modern importance of Roman Law.
2. Gains and Justinian. The Institutes, Digest, Code.
3. Modes of development of Law.
4. Status and Capacity and Family Law.

II. On Tuesdays (at 5 o'clock) he will commence a course of Lectures on Private International Law, with especial reference to English doctrine. The first Lecture will be given on Tuesday, October 28th. The following topics will be dealt with (the cases mentioned being particularly considered):—

1. Nature of subject. The real and the personal statute.
2. British Nationality. The Naturalisation Act of 1870. *In re Bourgoise* (1839). Denization.
3. Domicil: General Character and Importance. Domicil of Origin and of Choice. *Bell v. Kennedy* (1868). *Uday v. Uday* (1869).
4. Family relations. Marriage. Matrimonial régime as to property. Divorce. Legitimation. *Brook v. Brook* (1860). *Sottomayor v. de Barro* (1877). *Simonin v. Maillac* (1860). *De Nicols v. Curlier* (1900). *Vidits v. O'Hagan* (1900). *Le Mesurier v. Le Mesurier* (1895). *Harvey v. Farnis* (1882). *Skollowe v. Young* (1871). *Birtwhistle v. Vardill* (1835).

The READER will be glad to advise gentlemen or to answer difficulties, in connection with the subjects for which he is responsible, after any of his Lectures, or by appointment at his Chambers, 11, New Square, Lincoln's Inn. In particular, he will be glad to see new students at his Chambers on Monday, October 27th, between 11 a.m. and 1 p.m.

During Michaelmas Term the ASSISTANT READER will deliver Lectures and hold Classes on the following subjects:—

1. Obligations ex Contractu.
2. Obligations Quasi ex Contractu.
3. The Discharge of Obligations.
4. The Transferability of Obligations.
5. Obligations ex Delicto.
6. Obligations Quasi ex Delicto.

In connection with these Subjects he will discuss in detail the several titles of Justinian's Institutes from Book III., Tit. XIII., to Book IV., Tit. V. (incl.).

The ASSISTANT READER's first Lecture will be held on Monday, 27th October, at 12 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The ASSISTANT READER's first Class will be held on Tuesday, 28th October, at 3 o'clock, and the Classes will be continued at the same hour on subsequent Wednesdays and Tuesdays.

**CONSTITUTIONAL LAW (ENGLISH AND COLONIAL) AND LEGAL HISTORY.**

Reader . . . . . A. T. CARTER, Esq.

During Michaelmas Term the READER proposes to deliver Lectures and hold Classes as follows:—

**THE CROWN.**

- The Title to the Crown—Allegiance—Naturalisation—The Naturalisation Act—Crown Property and the Civil List.
- The Prerogative—Its Nature and Extent.
- The Councils of the Crown—The Cabinet System.
- The Ministry, and the Departments of Government.
- The Revenue—Its Collection and Expenditure—Parliamentary Control—Taxation.
- The Established Church.
- The Armed Forces—The Army Discipline Act.
- The Civil Service.
- Foreign Relations.
- The Dependencies of the Crown.

The first Lecture will be delivered on Monday, 27th October, at 8 o'clock, and the Lectures will be continued at the same hour on subsequent Thursdays, Fridays, and Mondays.

The first Class will be held on Friday, 31st October, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Fridays.

The READER will be glad to see any gentleman who desires to consult him informally as to his reading at the end of the first Lecture or the first Class.

**EVIDENCE, PROCEDURE (CIVIL AND CRIMINAL), AND CRIMINAL LAW.**

Reader . . . . . W. BLAKE ODGERS, Esq., K.C.

During Michaelmas Term the READER proposes to deliver Lectures and hold Classes as follows:—

**EVIDENCE, ORAL AND DOCUMENTARY**, with especial reference to the conduct of a case at Nisi Prius. The first Lecture will be delivered on Tuesday, October 28th, at 4 p.m., and the Lectures will be continued at the same hour on subsequent Tuesdays.

**CRIMINAL LAW.** The first Lecture will be delivered on Wednesday, October 29th, at 5 p.m., and the Lectures will be continued at the same hour on subsequent Wednesdays.

**PROCEDURE IN AN ACTION FOR THE RECOVERY OF LAND.** This course is intended not only for Students, but also for gentlemen recently called to the Bar. The first Lecture will be delivered on Thursday, October 30th, at 4 p.m., and the course will be continued at the same hour on subsequent Thursdays.

**PROCEDURE IN A CIVIL ACTION IN THE KING'S BENCH DIVISION, FROM WRIT TO JUDGMENT.** In his Class on Saturdays the READER will deal with the above subject, with practical illustrations taken from actual summonses, pleadings, interrogatories, &c. The first Class will be held on Saturday, November 1st, at 11 a.m. An opportunity will be given in the Class for any student to ask questions as to any subject discussed in that Class or in the preceding Lectures of the week.

The READER will be glad to see any gentleman who desires to consult him informally as to his reading, at his Chambers, 4, Elm Court, Temple, E.C., on Monday, October 27th, from 5 to 6 p.m.

### THE LAW OF REAL AND PERSONAL PROPERTY AND CONVEYANCING.

Reader . . . . . J. A. SCULLY, Esq.  
Assistant Reader . . . J. ANDREW STRAHAN, Esq.

During Michaelmas Term the READER (Mr. Scully) will deal in his Lectures and Classes with the subject of "EASEMENTS AND PROFITS À PRENDRE" as follows:—

- I. Of Easements in General—their nature and essential qualities.
- II. Of the creation and acquisition, mode and extent of enjoyment, transfer and devolution of easements.
- III. Of the extinction, suspension, and revival of easements.
- IV. Of the remedies for the disturbance of easements.
- V. Of particular easements:—
  1. Light and air.
  2. Support.
  3. Water.
  4. Ways.
- VI. Of profits à prendre or profits in alieno solo.

The READER's first Lecture will be delivered on Monday, 27th October, at 4 o'clock, and the Lectures will be continued on subsequent Fridays at 5 o'clock, and Mondays at 4 o'clock.

The READER's first Class will be held on Tuesday, 28th October, at 2 o'clock, and the Classes will be continued on subsequent Wednesdays at 12 o'clock, and Tuesdays at 2 o'clock.

During Michaelmas Term the ASSISTANT READER proposes to deliver a series of Lectures and to hold classes on "LEASES, THEIR HISTORY, INCIDENTS, AND FORMS."

The ASSISTANT READER's first Lecture will be delivered on Monday, 27th October, at 11 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The ASSISTANT READER's first Class will be held on Wednesday, 29th October, at 11 o'clock, and the Classes will be continued at the same hour on subsequent Thursdays and Wednesdays.

### COMMON LAW.

Reader . . . . . HUGH FRASER, Esq.  
Assistant Reader . . . A. LLEWELYN DAVIES, Esq.

During Michaelmas Term the READER proposes to deliver Lectures and hold Classes on the following subjects:—

#### LAW OF BANKRUPTCY.

Acts of Bankruptcy.  
Receiving Order.  
Proceedings consequent on Order.  
Public Examination of Debtor.  
Composition or Scheme of Arrangement.  
Adjudication of Bankruptcy.  
Control over Person and Property of Debtor.  
Discharge of Bankrupt.  
Proof of Deb'ts.

Property available for Payment of Debts.  
Effect of Bankruptcy on Antecedent Transactions.  
Realisation of Property.  
Distribution of Property.

The first Lecture will be delivered on Wednesday, 29th October at 4 o'clock, and the Lectures will be continued at the same hour on subsequent Wednesdays. The above subjects will be dealt with more in detail in the READER's Classes on Friday mornings at 10 o'clock.

The first Class will be held on Friday, 31st October, at 10 o'clock and subsequent Classes on Fridays at the same hour. The READER will endeavour to make the Lectures and Classes as practical as possible, and opportunities of discussing the subjects dealt with will be afforded to gentlemen attending the Classes.

#### LIABILITY IN TORT.

General Principles and Exemptions.  
Personal Disability—Infants—Married Women, etc.  
Acts of State—Judicial and Executive Acts, etc.  
Principal and Agent.  
Master and Servant.  
Remedies and Measure of Damages Recoverable.  
Limitation of Actions.

The first Lecture will be delivered on Monday, 27th October, at 10 o'clock, and the Lectures will be continued at the same hour on subsequent Mondays.

The above subjects will be dealt with more in detail in the READER's Classes on Monday afternoons at 5 o'clock.

The first of such Classes will be held on Monday, 27th October, at 5 o'clock, and the Classes will be continued at the same hour on subsequent Mondays.

Opportunities of discussing the subjects dealt with in the preceding Lecture will be afforded to gentlemen attending the Classes.

The ASSISTANT READER proposes to deliver a course of Lectures on ELEMENTS OF THE LAW OF CONTRACT.

The Lectures will be delivered on Tuesdays, Thursdays, and Saturdays at 10 a.m., and the first Lecture will be delivered on Tuesday, 28th October.

#### EQUITY.

Reader . . . . . A. UNDERHILL, Esq.  
Assistant Reader . . . WALTER ASHBURNER, Esq.

During Michaelmas Term the READER (Mr. UNDERHILL) proposes to deliver a Senior Lecture on Tuesdays, and to hold Classes on Wednesdays and Fridays, on "THE LAW RELATING TO PRIVATE TRUSTS AND TRUSTEES."

The first Lecture will be delivered on Tuesday, 28th October, at 12 o'clock, and the Lectures will be continued at the same hour on subsequent Tuesdays.

The Classes will be divided into two: viz., one on Wednesdays and one on Fridays; and Students are not expected to attend both Wednesday's and Friday's Class unless they wish. The first Senior Class will be held on Wednesday, 29th October, at 10 o'clock, and the Classes will be continued on subsequent Fridays at 4 o'clock and Wednesdays at 10 o'clock.

The READER will also, on Thursday, 30th October, at 5 o'clock, and on subsequent Thursdays, at the same hour, deliver a course of Lectures on the Principles of Equity. These Lectures are intended primarily, but not exclusively, for Students who cannot attend at any earlier hour in the day.

The ASSISTANT READER will hold Classes during Michaelmas Term on "SPECIFIC PERFORMANCE."

The first Junior Class will be held on Tuesday, 28th October, at 11 o'clock, and the subsequent Classes on Thursdays and Fridays at 2 o'clock, and Tuesdays at 11 o'clock.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EDUCATIONAL TERM, 1902.

LECTURES and CLASSES to be held in the Hall and Lecture Room in LINCOLN'S INN, to commence on Monday, 27th October, and be continued according to the subjoined Time Table until November 29th.

	MONDAY.		TUESDAY.		WEDNESDAY.		THURSDAY.		FRIDAY.		SATURDAY.	
	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.	LECTURE ROOM.	HALL.
10-11	(Liability in Tort.) Mr. HUGH FRASER. Lecture. First Lecture, 27th October.		Mr. LLEWELYN DAVIES. Lecture. First Lecture, 28th October.		(Private Trusts and Trustees.) Mr. UNDERHILL. Class. First Class, 29th October.		Mr. LLEWELYN DAVIES. Lecture.		(Law of Bankruptcy.) Mr. HUGH FRASER. Class. First Class, 31st October.			Mr. LLEWELYN DAVIES. Lecture.
11-12		(Leases.) Mr. STRAHAN. Lecture. First Lecture, 27th October.		(Specific Performance.) Mr. ASHBURNER. Class. First Class, 28th October.		(Leases.) Mr. STRAHAN. Class. First Class, 29th October.		(Leases.) Mr. STRAHAN. Class.		Mr. CARTER. Class. First Class, 31st October.		(Procedure.) Mr. BLAKE ODGERS. Class. First Class, 1st November.
12-1	Mr. LEONARD. Lecture. First Lecture, 27th October.		(Private Trusts and Trustees.) Mr. UNDERHILL. Lecture. First Lecture, 28th October.		(Easements.) Mr. SCULLY. Class.		(Roman Law and Jurisprudence.) Mr. BATE. Lecture.					
1-2		(Roman Law and Jurisprudence.) Mr. BATE. Lecture. First Lecture, 27th October.		(Easements.) Mr. SCULLY. Class. First Class, 28th October.		(Roman Law and Jurisprudence.) Mr. BATE. Lecture.		(Specific Performance.) Mr. ASHBURNER. Class.		(Specific Performance.) Mr. ASHBURNER. Class.		
2-3	Mr. CARTER. Lecture. First Lecture, 27th October.		Mr. LEONARD. Class. First Class, 28th October.		Mr. LEONARD. Class.		Mr. CARTER. Lecture.		Mr. CARTER. Lecture.			
3-4		(Easements.) Mr. SCULLY. Lecture. First Lecture, 27th October.		(Evidence.) Mr. BLAKE ODGERS. Lecture. First Lecture, 28th October.		(Law of Bankruptcy.) Mr. HUGH FRASER. Lecture. First Lecture, 29th October.		(Recovery of Land.) Mr. BLAKE ODGERS. Lecture. First Lecture, 30th October.		(Private Trusts and Trustees.) Mr. UNDERHILL. Class.		
4-5	(Liability in Tort.) Mr. HUGH FRASER. Class. First Class, 27th October.		(Private International Law.) Mr. BATE. Lecture. First Lecture, 28th October.		(Criminal Law.) Mr. BLAKE ODGERS. Lecture. First Lecture, 29th October.		(Principles of Equity.) Mr. UNDERHILL. Lecture. First Lecture, 30th October.		(Easements.) Mr. SCULLY. Lecture.			

## ARTICLED CLERKS.

Clerks serving under Articles of Clerkship to Solicitors may attend the Lectures and Classes on payment of half the fees payable by other persons not being Members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder.

Articled Clerks may obtain Vouchers for Tickets by application to the Secretary at the Hall of the Incorporated Law Society, Chancery Lane, W.C.

*Particulars as to Fees payable by gentlemen, not being Members of an Inn of Court, may be obtained upon application to the Clerk of the Council, Lincoln's Inn Hall, W.C.*

MACHAGHTEN,

*Chairman of Council of Legal Education.*

ALFRED G. MARTEN,

*Chairman of Board of Studies.*

COUNCIL CHAMBER, LINCOLN'S INN,  
August, 1902.

Before the Lectures for next Term commence, the READERS would be glad to see any of the Students who desire advice as to their studies, and to discuss and arrange with them which books they should read, and which Lectures and Classes they should attend. In order to afford an opportunity for this—

Mr. BATE will be in his Chambers, 11, New Square, Lincoln's Inn, on Monday, October 27th, from 11 a.m. to 1 p.m.

Mr. UNDERHILL will be in his Chambers, 5, New Square, Lincoln's Inn, on Thursday, October 23rd, at 5 p.m.

Mr. SCULLY will be in his Chambers, 15, Old Square, Lincoln's Inn, on Thursday, October 23rd, from 4 to 5 p.m., or in the Lecture Room after the First Lecture.

## COUNCIL OF LEGAL EDUCATION.

## REGULATIONS.

*For the admission of persons who are not Members of any Inn of Court to Lectures and Classes given or held under the direction of the Council. (See Note at foot as to arrangement with the Incorporated Law Society.)*

Any gentleman not a Member of an Inn of Court shall, on payment of a sum of Four Guineas, be entitled to attend all the Lectures and Classes during any four consecutive Educational Terms, and on payment of a sum of Six Guineas he shall be entitled to attend the Lectures and Classes during any eight consecutive Educational Terms.

Each Non-Member shall, on payment of a fee of Two Guineas, be entitled to attend all the Lectures and Classes for one Educational Term, or the Lectures and Classes on any one subject for four consecutive Educational Terms.

Each Ticket of Admission to run from the date of the Ticket. Each Ticket to be dated on the first day of the Educational Term in or for which it is issued.

Afternoon or Evening Lectures on Special Subjects, to be from time to time announced by the Council, shall be delivered, and shall be open to all Members of the Inns of Court free, and to gentlemen, Non-Members, on payment of a fee of One Guinea for each Course, and to Articled Clerks on payment of 10s. 6d. for each Course.

The times, places, and subjects for these Lectures on Special Subjects will be fixed by the Council.

Tickets to be obtained at the Office of the Council. Each Non-Member, on applying for his Ticket, to enter his name and address in a book to be kept by the Clerk for that purpose, and his fee to be paid at the Office of the Council of Legal Education.

Tickets issued to any person, not being a Member of an Inn of Court, to attend any of the Lectures and Classes, shall declare that he shall be subject to such Regulations as the Council may from time to time prescribe.

*Articled Clerks.*—Clerks serving under Articles to Solicitors may attend the Lectures and Classes, and Evening Lectures, on payment of half the fees payable by other persons not being Members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder.

MACHAGHTEN,

*Chairman.*

COUNCIL CHAMBER, LINCOLN'S INN.

## COUNCIL OF LEGAL EDUCATION.

## LECTURES AND CLASSES.

## REGULATIONS FOR TERM EXAMINATIONS.

1. There will be an Examination, at the end of each Educational Term, by the Reader and Assistant Reader in each subject.
2. The Examination in any subject will be open free of charge to all persons who have attended two-thirds of the Lectures and Classes of the Term in that subject. A person may be examined in more than one subject.
3. The Examination in each subject will be conducted *et cetera*, and upon the topics considered during the Term in that subject.
4. Any person intending to be examined in any subject must notify his intention to the Clerk of the Council of Legal Education at their Office, Lincoln's Inn Hall, in writing, not less than three clear days before the time appointed for the Examination in that subject.
5. The Examination in each subject will take place at the end of the last meeting in the Term of the Class in that subject, and in the same place, unless otherwise ordered.
6. The Readers and Assistant Readers will report the results of the Examinations to the Board of Studies for the Council of Legal Education.
7. Every person who, in the opinion of the Council of Legal Education, has passed a satisfactory examination in any subject at the end of any Term, will be so informed by a letter addressed to him by the Clerk of the Council.

MACHAGHTEN,

*Chairman.*

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## COUNCIL OF LEGAL EDUCATION.

EXAMINATION FOR THE "BACON" AND "HOLT"  
SCHOLARSHIPS.

(GRAY'S INN.)

NOTICE IS HEREBY GIVEN that an examination for these Scholarships will be held in GRAY'S INN HALL, on the 21st and 22nd MAY, 1902, commencing at Ten o'clock a.m. precisely.

These Scholarships are of the yearly value of £45 and £10 respectively, tenable for two years, and are open to every Student for the Bar (except students qualifying under Consolidated Regulation 14), who, on the 21st day of May, 1903, shall have been a Member of Gray's Inn for not more than five Terms and who shall have kept every Term since his admission, inclusive of that in or before which he shall have been admitted.

No Student will be eligible for a Scholarship who is over twenty-five years of age on the first day of the examination.

In the Examination for the Scholarships there will be set two papers of Questions, viz. :—

- 1st. One on the Constitutional History of England down to the present time.
- 2nd. One on the General History of England, from the first landing of the English in Britain to the death of Richard I.

And there will also be given to the Candidates two or more subjects connected with the Constitutional History of England or with its General History during the above-mentioned period, any one of which subjects a Candidate may select, and on the one which he does select he will be required to write a short essay.

The time to be allowed for each of these three papers will be three hours.

(Signed) MACNAUGHTEN,  
*Chairman of the Council.*

COUNCIL CHAMBER, LINCOLN'S INN HALL,  
July, 1902.

MEMORANDUM.—Notice of intention to compete should be signified to the Steward of Gray's Inn by May 14th, 1903.

HIGH COURT OF JUSTICE.

LONG VACATION, 1902.

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*of Urgency, to the Judge, personally (if necessary), or by post or rail, pre-paid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—“Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.”*

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent,

The papers sent to the Judge will be returned to the Registrar.

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**JUDGE'S PAPERS FOR USE IN COURT.**—**CHANCERY DIVISION.**—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made :—

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CHANCERY REGISTRARS' OFFICE,  
ROYAL COURTS OF JUSTICE,  
August, 1902.

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## HIGH COURT OF JUSTICE.

LONG VACATION, 1902.

## NOTICE.

*During the Vacation until further notice* :—All applications which may require to be immediately or promptly heard are to be made to the Judges who for the time being shall act as Vacation Judges.

**COURT BUSINESS.**—Mr. JUSTICE SWINFEN EADY, one of the Vacation Judges, will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.45 a.m. on Wednesday in every week, commencing on Wednesday, 20th of August, for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

*No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.*

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

**URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.**—Application may be made, in any Case of Urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

*The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.*

**CHANCERY CHAMBER BUSINESS.**—The Chambers of Justices KEELWICH and JOYCE will be open for Vacation Business on Tuesday,

Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

**KING'S BENCH CHAMBER BUSINESS.**—Mr. JUSTICE SWINFEN EADY will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Thursday, 14th of August.

**PROBATE AND DIVORCE.**—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30. Motions will be heard by the Registrar on Wednesdays, the 13th and 27th August, the 10th and 24th September, and the 8th October, at 12.30. In matters that cannot be dealt with by a Registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 20th August, the 10th September, and the 1st and 15th October.

A summons (whether before Judge or Registrar) must be entered at the Registry, and case and papers for motion (whether before Judge or Registrar) and papers for making decrees absolute must be filed at the Registry before 2 o'clock on the preceding Friday.

**JUDGE'S PAPERS FOR USE IN COURT.**—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

*N.B.*—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

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Of the Middle Temple, Barrister-at-Law; LL.B. London University; B.A., late Scholar and Student of Trinity College, Dublin; Exhibitioner in Real Property and Equity; Holder of the First Certificate of Honour, Michaelmas, 1869; Joint Author of Clerk and Brett's Conveyancing Acts; Author of Brett's Bankruptcy Act, 1883, and of Leading Cases in Modern Equity; and late Lecturer in Equity to the Incorporated Law Society.

\* \* \* The main idea of this book is to bring into special prominence the present and living law, and only to deal with past law, or that which is practically obsolete, so far as it is necessary to enable the reader to understand the present.

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No Student will receive a Certificate of Fitness for Call to the Bar unless he passes a satisfactory Examination in the following subjects:—

- I. Roman Law.
- II. Constitutional Law (English and Colonial) and Legal History.
- III. Evidence, Procedure, Civil and Criminal, and Criminal Law.
- IV. Such of the other Heads of English Law and Equity mentioned in Rule 28 (4) of the Consolidated Regulations\* as may be prescribed by the Council.

Students have the option of passing the Examination in all or any of the Subjects I., II., and III. separately from Subject IV., which is reserved for the Final Examination. A Student exercising this option will be required to pass in the subject or subjects taken up separately before presenting himself for the Final Examination.

A Student may present himself for Examination in all or any of the Subjects I., II., and III. at any time after admission. Without the special leave of the Council no Student shall present himself at the Final Examination unless he has kept Six Terms.

If in the Final Examination a Student takes up Subjects I., II., and III., or any of them, and fails in such subjects, or any of them, he will not be allowed any credit for answers in Subject IV.; but though he fails in Subject IV., he may be allowed a pass in the other subjects, or any of them.

A Student who presents himself for any Examination and whose papers show that he had no reasonable expectation of passing will not be admitted for Examination again until the expiration of such time as the Council may direct.

In all Examinations successful Students will be classified according to merit. In each class the names will be arranged alphabetically, except as to Class I. in the Final Examination, in which the names will appear in order of merit.

A Student who obtains a First Class at the Final Examination in Subject IV., and who, either before or at such Examination, passes in Subjects I., II., and III., will receive a Certificate of Honour.

No Student will be eligible for a Prize who is over twenty-five years of age on the first day of the Examination. This limit of age does not apply in the case of Honours.

A Student who has passed the Examination in any subject will not be permitted to present himself again for Examination in that subject.

A Student who, at any time previously to his admission at an Inn of Court, was a Solicitor in practice for not less than five consecutive years, either in England or in any Colony or Dependency, but who in either case was admitted in England, and in accordance with Rule 7 of the Consolidated Regulations has ceased to be a Solicitor before his admission as a Student, may be examined for Call to the Bar without

\* Note.—Rule 28 (4) is as follows:—

4. English Law and Equity, viz.:

(a) Law of Persons, including—

- { Marriage and Divorce.
- { Infancy.
- { Lunacy.
- { Corporations.

(b) Law of Real and Personal Property and Conveyancing, including—

- { Trusts; Mortgages.
- { Administration of Assets on Death; on Dissolution of Partnerships; on Winding-up of Companies, and in Bankruptcy.
- Practical instruction in the preparation of Deeds, Wills, and Contracts.

(c) Law of Obligations.

- { Contracts.
- { Torts.
- Allied subjects (implied or quasi contracts), estoppel, &c.
- Commercial Law, with especial reference to Mercantile Documents in daily use, which should be shown and explained.

keeping any Terms, and may be called to the Bar upon passing the public Examination required by these Rules, without keeping any Terms;

Provided that such Solicitor has given at least twelve months' notice in writing to each of the Four Inns of Court, and to the Incorporated Law Society, of his intention to seek Call to the Bar, and produces a Certificate that he is a fit and proper person to be called to the Bar, signed, if his practice was in England, by two Members of the Council of the Incorporated Law Society, and, if his practice was in a Colony or Dependency, by the Chief Justice of such Colony or Dependency.

The Council may accept as an equivalent for the Examination in Roman Law—

- i. A Degree granted by any University within the British Dominions, for which the qualifying Examination included Roman Law;
- ii. A Certificate that any Student has passed any such Examination, though he may not have taken the Degree for which such Examination qualifies him; and
- iii. The Testamur of the Public Examiners for the Degree of Civil Law at Oxford that the Student has passed the necessary Examination for the Degree of Bachelor of Civil Law:

Provided the Council is satisfied that the Student, before he obtained his Degree, or obtained such Certificate or Testamur, passed a sufficient Examination in Roman Law.

An Examination will be held in December next, to which any Student of an Inn of Court will be admissible who is desirous of passing the Final Examination, or of passing any one or more of the Examinations in Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

At this Examination the Council may award a Studentship of One Hundred Guineas per annum, tenable for three years, to the Student who passes the best Examination in Subject IV., and obtains a Certificate of Honour. The Council will not award a Studentship if the result of the Examination be such as, in their opinion, not to justify the award. Where Candidates appear to be equal, or nearly equal, in merit, the Council may divide the Studentship between them equally, or in such proportion as they consider just.

At every call to the Bar those Students who have obtained Studentships will take rank in seniority over all other Students called on the same day, and those Students who have obtained Certificates of Honour will take rank immediately after the holder of a Studentship called on the same day.

The Inn of Court, to which the holder of any Studentship or of any Certificate of Honour belongs may, if desired, dispense with any Terms not exceeding two that may remain to be kept by such Student previously to his being called to the Bar.

Each Student proposing to submit himself for Examination will be required to enter his name *in full*, personally or by letter, at the Treasurer's or Steward's Office of the Inn of Court to which he belongs, on or before Monday, the 8th day of December next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a Certificate preliminary to a Call to the Bar, or whether he is merely desirous of passing the Examination in any one or more of the subjects of Roman Law, Constitutional Law and Legal History, and Evidence, Procedure, Civil and Criminal, and Criminal Law.

The Examination will commence on Tuesday, the 16th day of December next, and will be continued on the Wednesday, Thursday, and Friday following.

It will take place in Middle Temple Hall; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following Order:—

- Tuesday Morning, 16th December, at Ten, on Roman Law.
- Tuesday Afternoon, 16th December, at Two, on Constitutional Law and Legal History.
- Wednesday Morning, 17th December, at Ten, on Evidence, Procedure, and Criminal Law.

*Wednesday Afternoon, 17th December*, at Two, on the Law of Real and Personal Property and Conveyancing.

*Thursday Morning, 18th December*, at Ten, on Law and Equity, First Paper.

*Thursday Afternoon, 18th December*, at Two, on Law and Equity, Second Paper.

*Friday Morning, 19th December*, at Ten, General Paper on the Law of Real and Personal Property and Conveyancing, and Law and Equity.

The Oral Examination, if any, will be conducted in the same order, and at the same Hours, as above appointed for the Examination by Printed Questions.

The EXAMINERS in ROMAN LAW will examine in the following Subjects:—

- I. Sources.
- II. Slavery—*Patria Potestas*—Husband and Wife—*Tutela*—*Cura*.
- III. *Dominium*—*Possessio*—*Servitutes*—*Emphyteusis*—Mortgage.
- IV. Wills—Legacies—*Codicilli*—*Fideicommissa*.
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- VI. Contracts.
- VII. Delicts.
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  - (2) The Law and Custom of Parliament.
- II. Legal History.

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- Procedure preliminary to and at the Trial of an Ordinary Indictment.
- The Elements of Criminal Law.
- Procedure in an Action for the Recovery of Land.

The EXAMINERS in the LAW OF REAL and PERSONAL PROPERTY and CONVEYANCING will examine in the following subjects:—

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- Vendors and Purchasers of Land.
- Leases.
- Easements and Profits *d prendre*.

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- Elements of the Law of Contract and Tort.
- Elements of the Law of Bankruptcy.
- Liability for the Wrongs of Others.

#### SECOND PAPER.

- Trusts.
- Principles of Equity, with special reference to—
  - Specific Performance.
  - Mortgages.
  - Partnership.

N.B.—The papers in any of the above-named Examinations may contain questions in Jurisprudence and Private International Law arising out of the subject-matter of such Examination.

The above Subjects, except as to the General Paper, will be examined upon so far only as treated in the Lectures and Classes since Michaelmas Term, 1900.

The Awards upon the Hilary Pass Examination will be announced at the Office of the Council, Lincoln's Inn Hall, on Monday, 12th January, at 5.30 p.m., and will be published in the Times on Tuesday, 18th January.

NOTE.—The Easter Examination will be held in the Inner Temple Hall, 31st March, and 1st, 2nd, and 3rd April.

Last day for entry of names, 23rd March.

MACNAGHTEN,

*Chairman of Council of Legal Education.*

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*Chairman of Board of Studies.*

COUNCIL CHAMBER, LINCOLN'S INN HALL,  
September, 1902.

## HIGH COURT OF JUSTICE.

LONG VACATION, 1902.

### NOTICE.

*During the Vacation until further notice:—All applications which may require to be immediately or promptly heard are to be made to the Judges who for the time being shall act as Vacation Judges.*

COURT BUSINESS.—MR. JUSTICE JELF, one of the Vacation Judges, will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m. on Wednesday every week, commencing on Wednesday, 24th of September for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

*No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.*

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrar's Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left in Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made, in any case of Urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Application entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—“Chancery Office, Letter: To the Registrar in Vacation, Chancery Registrar's Office, Royal Courts of Justice, London, W.C.”

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

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Tuesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

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CHANCERY REGISTRARS' OFFICE,  
ROYAL COURTS OF JUSTICE,

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CHANCERY REGISTRARS' OFFICE,  
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## APPOINTMENT.

September 27. The KING has been pleased to give directions for the appointment of Sir Henry Spencer Berkeley (lately Chief Justice of Fiji) to be Attorney-General of the Colony of Hong Kong.

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John Mitchel Chapman and John Edward Corbould (Chapman, Corbould & Co.), Solicitors, 1, Henrietta Street, Cavendish Square, by mutual consent as from August 1. The said business will be carried on as heretofore by J. E. Corbould alone.

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No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.

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"This standard work on bankruptcy has reached another edition, the author wisely considering that, in consequence of the many important cases recently decided and the issue of the new rules, a new edition was desirable. We compliment the learned author on the wisdom of keeping his work well up to date. Of this edition we may fairly say, as of others, no practitioner with bankruptcy work should be without it; and as long as the author pursues the wise course of issuing fresh editions well up to date, we shall be able to accord future editions the same praise."—*Law Notes*.

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**HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

*MICHAELMAS SITTINGS, 1902.*

**PROBATE AND MATRIMONIAL.**

The Causes set down for trial will be taken in the following order:—

**UNDEFENDED MATRIMONIAL CAUSES** will be taken on Friday, 24th, Monday, 27th, and Tuesday, 28th October, and each Monday during the Sittings after Motions.

**COMMON JURY CAUSES** will be taken on and after Wednesday, 29th October.

Probate and Matrimonial Common Jury Causes will form one List, and be taken in the order in which they are set down.

**HEARD AND UNDEFENDED MATRIMONIAL CAUSES FOR HEARING BEFORE THE COURT ITSELF** will be taken in Court I. after the Common Juries are finished, and may also be taken in Court II., after 28th October, when Admiralty Cases are not appointed to be heard.

Probate and Defended Matrimonial Causes will form one List, and be taken in the order in which they are set down.

**LEGAL JURY CAUSES** will be taken on and after Wednesday, 26th November.

Probate and Matrimonial Special Jury Causes will form one List, and be taken in the order in which they are set down.

**COMMON COURT**, Tuesdays, 4th November, and 2nd December.

**HEARD AND SUMMONSES**: Motions will be heard in Court at 11 o'clock on Monday, 27th October, and on each succeeding Monday during the Sittings, and *Summons* before the Judge will be heard at half-past 10 o'clock on Saturday, 25th October, and on each succeeding Saturday during the Sittings.

*Summons* before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the Sittings, at half-past 11 o'clock.

All Papers for *Motions* on Mondays must be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock p.m. on the preceding Wednesday.

**ADMIRALTY.**

THE COURT will sit in the Royal Courts of Justice—

At 10.30 A.M. on every Week-day, except Monday, and at 11 A.M. on every Monday, from Friday, October 24th, until Saturday, December 20th, inclusive.

A Divisional Court will sit on the first Tuesday in each month during the Sittings, when necessary.

*Summons* in Chambers will be taken at 11, and *Motions* in Court at 11.30 every Monday during the Sittings.

All Papers for *Motions* and for *Summons* to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (Room 738), on the Wednesday preceding.

*Summons* before the Registrar will be heard at the Admiralty Registry, Royal Courts of Justice (Room 730 or 729), at 11 A.M. on every Wednesday and Saturday during the same period.

The Admiralty Registry and the Marshal's Office are on the Third Floor of the West Wing, in Rooms Nos. 729 to 744, and are open from 10 to 4, except on Saturday, and during the Long Vacation, the Christmas Vacation, and on Whit Tuesday, when the hours are from 10 to 2.

The Long Vacation is from August 18th to October 23rd, and the Christmas Vacation from December 24th to January 6th, inclusive.

The Offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, and Whit Monday, also on Christmas Day, and the next following working day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 748; Marshal's Room, 740.

**THE KING'S PROCESSION.**

**ROYAL COURTS OF JUSTICE.**

SUPERINTENDENT'S OFFICE.  
October 15th, 1902.

All Tickets issued for Stands to view the Coronation Procession on the 27th of June last, at the Royal Courts of Justice, will be available for the Procession on the 25th of October.

LEONARD SARTORIS,  
Superintendent.

The Courts and Offices will be closed at the Royal Courts of Justice on Saturday the 25th, on the occasion of the Royal Procession.

**MICHAELMAS SITTINGS, 1902.**

SERVICE AT WESTMINSTER ABBEY,  
FRIDAY, OCTOBER 24TH, 1902.

On the occasion of the re-opening of the Law Courts, a Special Service will be held at Westminster Abbey, at 11.45 a.m., which the Lord Chancellor and His Majesty's Judges will attend.

In order to ascertain what space will be required, Members of the Junior Bar wishing to be present are requested to send their names on or before Wednesday, the 22nd October, to the Secretary of the General Council of the Bar, 2 Hare Court, Temple, E.C.

Barristers attending the Service must wear robes, and should be at the Jerusalem Chamber, Westminster Abbey (Dean's Yard Entrance), where robing accommodation will be provided, not later than 11.30 a.m.

A limited number of Seats in the South Transept will be reserved for friends of Members of the Bar, to whom one Ticket of Admission (or if possible two) will be issued on application to the Secretary of the General Council of the Bar on or before Wednesday, the 22nd October.

No Tickets are required for admission to the North Transept, which is open to the Public.

R. B. FINLAY,  
Attorney-General.

**HIGH COURT OF JUSTICE.**

LONG VACATION, 1902.

**NOTICE.**

During the Vacation until further notice:—All applications which may require to be immediately or promptly heard are to be made to the Judges who for the time being shall act as Vacation Judges.

**COURT BUSINESS.**—Mr. Justice JELF, one of the Vacation Judges, will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m. on Wednesday in every week, commencing on Wednesday, 24th of September for the purpose of hearing such Applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

*No case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the Papers.*

The necessary Papers relating to every application made to the Vacation Judges (see notice below as to Judges' Papers) are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside *Chancery Vacation Papers*, or they may be sent by post, but in either case so as to be received by the time aforesaid.

**URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.**—Application may be made, in any Case of Urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On Applications for *Injunctions*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

*The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.*

**CHANCERY CHAMBER BUSINESS.**—The Chambers of Justices KEENE and JOYCE will be open for Vacation Business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

**KING'S BENCH CHAMBER BUSINESS.**—Mr. Justice JELF will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Thursday, 18th of September.

**PROBATE AND DIVORCE.**—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30. Motions will be heard by the Registrar on Wednesdays, the 24th September, and the 8th October, at 12.30. In matters that cannot be dealt with by a Registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 1st and 15th October.

A summons (whether before Judge or Registrar) must be entered at the Registry, and case and papers for motion (whether before Judge

or Registrar) and papers for making decrees absolute must be filed at the Registry before 2 o'clock on the preceding Friday.

**JUDGE'S PAPERS FOR USE IN COURT.**—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the Application to the Judge is intended to be made:—

1. Counsel's Certificate of Urgency, or Note of Special Leave granted by the Judge.
2. Two Copies of Writ and two Copies of Pleadings (if any), and any other documents shewing the nature of the Application.
3. Two Copies of Notice of Motion.
4. Office Copy Affidavits in support, and also Affidavits in answer (if any).

*N.B.*—Solicitors are requested, when the Application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

CHANCERY REGISTRARS' OFFICE,  
ROYAL COURTS OF JUSTICE,  
September, 1902.

## APPOINTMENTS.

October 13. The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 11th instant, to appoint Stuart Cunningham Macaskie, Esq., K.C., to be Recorder of the City of Sheffield, in the room of Samuel Danks Waddy, Esq., K.C., resigned.

October 13. The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 11th instant, to appoint Samuel Hill Smith Lofthouse, Esq., K.C., to be Recorder of the Borough of Doncaster, in the room of Stuart Cunningham Macaskie, Esq., K.C., resigned.

Mr. F. Brinsley-Harper (of the firm of Lumley & Lumley), of 15, Old Jewry Chambers, E.C., has been appointed the Clerk and Solicitor to the Trustees of Richard Cloudeley's Charity (The Stoodley Estate), Islington, under their New Scheme.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

Albert William Large and Henry Ernest Major (Large & Major), Solicitors, Leamington, by mutual consent as from September 30.

Edward Palling Little, Henry Hamilton Mills, and Ferdinand Samford Whittingham (Little, Mills & Whittingham), Solicitors, Stroud, Gloucester, by mutual consent as from October 1, so far as concerns H. H. Mills.

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HOUSE OF LORDS.—No. 7.

SESSION 1902.

List, as far as possible, of EFFECTIVE Causes only.

CAUSES STANDING FOR HEARING.

Johnson and Others v. Smart and Others . . . . .	Scotland.
Johnson v. Ogden and Others ( <i>ex parte</i> as to certain Respondents)	England.
Farlane v. Sir John Maxwell Stirling Maxwell . . . . .	Scotland.
Stingham Permanent Benefit Building Society v. Hurst . . . . .	England.
Caig v. Kemp or Nelson and Others (Abated) . . . . .	Scotland.
Edington and Another v. Baumann and Others . . . . .	England.
Sea, Limited v. Perfecta Seamless Steel Tube Company Limited . . . . .	England.
Earl of Home v. Lord Belhaven and Stenton <i>et al contra</i> . . . . .	Scotland.
Dean and Chapter of Chester v. Lord Bishop of Chester and Another . . . . .	England.
Irish United Tramways Company, Limited v. FitzGerald . . . . .	Ireland.
Wilson Brothers Bobbin Company, Limited, and Another v. Wilson and Company, Barnsley, Limited . . . . .	England.
London and North Western Railway Company v. Walker and Another . . . . .	England.
Bank of Montreal and Counties Bank, Limited v. Gordon . . . . .	England.
Baron Clinton v. Duke of Newcastle . . . . .	England.
Metropolitan Railway Company v. Great Western Railway Company and Others . . . . .	England.
Widley and Another v. Carritt . . . . .	England.
De Laun v. The City Line, Limited . . . . .	England.
Arthur Kekewick and Others v. Barker and Others . . . . .	England.
London, City and Midland Bank, Limited v. Gordon . . . . .	England.
Metz v. Elliott . . . . .	England.
Earl of Mexborough v. Savile . . . . .	England.
Metz v. Volkman and Others . . . . .	England.
London (pauper) v. Lewthwaite or Paton . . . . .	Scotland.

Gardner v. Hodgson's Kingston Brewery Company, Limited . . . . .	England.
Hulthen v. C. A. Stewart and Company . . . . .	England.
London, Tilbury and Southend Railway Company v. Glasscock ( <i>ex parte</i> ) . . . . .	England.
Starkey v. Governor and Company of the Bank of England . . . . .	England.
Inderwick and Others v. Tatchell and Others . . . . .	England.
H. and O. Grayson, Limited v. South Wales and Liverpool Steamship Company, Limited . . . . .	England.
Upperton (pauper) v. Sir Matthew White Ridley and Another . . . . .	England.
Scottish Provident Institution v. Allan . . . . .	Scotland.
City of London Electric Lighting Company, Limited v. Mayor, &c. of London <i>et al contra</i> . . . . .	England.
Chamberlain and Hookham, Limited v. Mayor, &c. of Bradford . . . . .	England.
Colls v. Home and Colonial Stores, Limited . . . . .	England.
Close Brothers and Company v. Assets Development Company, Limited <i>et al contra</i> . . . . .	England.

CAUSE WAITING FOR JUDGMENT.

County Council of County of Lanark v. Glasgow Court-houses Commissioners . . . . .	{ Lord Chancellor. Lord Macnaghten. Lord Robertson. Lord Lindley.
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CLAIMS OF PEERAGE DEPENDING.

Norfolk (Earldom). Darcy de Knayth, Meynill and Fauconberg (Baronies). Taaffe (Claim to Vote). Poulett (Earldom).
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SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1902.

THE COURT OF APPEAL.

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APPEAL COURT II.—NOTICE.

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JUDGMENT RESERVED.

APPEAL.

From the Chancery Division.

(GENERAL LIST.)

In re Lloyd Lloyd  
Lloyd appl. of R. L. Allen & anr. from order of Mr. Justice Far-

well, dated Nov. 1, 1901 (Heard before Vaughan Williams, Romer, and Stirling, L.J.J.)  
c.a.v. July 22

APPEALS

From the Chancery Division, the Probate, Divorces and Admiralty Division (Pro-

bate and Divorce), and the County Palatine and Stannaries Courts.

GENERAL LIST. 1900.

<sup>1</sup> (In re The New Zealand Midland Ry. Co. Id. (Smith (on behalf, &c.) v. Lubbock appl. of The Industrial and General Trust Id.

[Continued on page 264.]



SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1902.

		COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
		APPEAL COURT. (IN APPEAL COURT No. I.)	APPEAL COURT. (IN APPEAL COURT No. II.)	CHANCERY COURT I.	CHANCERY COURT II.
		<i>Final, Interlocutory and New Trial Appeals from the King's Bench Division, Final and Interlocutory Appeals from the Admiralty Division, and Cases in In re The Workmen's Compensation Act, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.</i>		<i>Final and Interlocutory Appeals from the Chancery Division, the Probate and Divorce Division, Bankruptcy and Lunacy Appeals and Appeals from the Lancaster and Durham Palatine Courts, or other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.</i>	
				Before Mr. Justice KEKEWICH.	Before Mr. Justice BYRNE.
FRIDAY,	Oct. 24	.	.	The following will be the Order of Business:—	Motions . . . . . Short Causes, Petitions, Procedure Summonses, and Non-Witness List. Sitting in Chambers Companies' Acts and Non- Witness List.
SATURDAY	" 25	.	.		
MONDAY	" 27	.	.	Monday—Chamber Sum- monses.	Non-Witness List . . . Ditto
TUESDAY	" 28	.	.	Tuesday—Short Causes, Petitions and Adjourned Summonses.	Motions and Non-Witnes List
WEDNESDAY	" 29	.	.	Wednesday and Thursday —Adjourned Summonses.	Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
THURSDAY	" 30	.	.	Friday—Motions and Ad- journed Summonses.	Sitting in Chambers Companies' Acts and Non- Witness List.
FRIDAY	" 31	.	.	Saturday—Adjourned Sum- monses.	Non-Witness List . . . Ditto
SATURDAY,	Nov. 1	.	.	Actions without Witnesses (not marked short) and Further Considerations will be heard on days from time to time ann- ounced in Daily Cause List.	Motions and Non-Witnes List.
MONDAY	" 8	.	.		Short Causes will be put into Tuesday's List on the necessary papers (in- cluding minutes) being left with the Judge's Clerk.
TUESDAY	" 4	.	.	N.B.—Retained Actions with Witnesses, and any other cases with Wit- nesses which it is con- venient for Mr. Justice KEKEWICH to try, not- withstanding that he is ordinarily taking Non- Witness Business only, will be taken at times to be announced in the Daily Cause List.	
WEDNESDAY	" 5	.	.		Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
THURSDAY	" 6	.	.	Motions and Non-Witnes List.	
FRIDAY	" 7	.	.		Sitting in Chambers Companies' Acts and Non- Witness List.
SATURDAY	" 8	.	.	Motions and Non-Witnes List.	
MONDAY	" 10	.	.		Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
TUESDAY	" 11	.	.	Non-Witness List . . . Ditto	
WEDNESDAY	" 12	.	.		Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
THURSDAY	" 13	.	.	Sitting in Chambers Companies' Acts and Non- Witness List.	
FRIDAY	" 14	.	.		Motions and Non-Witnes List.
SATURDAY	" 15	.	.	Short Causes, Petitions, Procedure Summonses, and Non-Witness List.	
MONDAY	" 17	.	.		Sitting in Chambers Companies' Acts and Non- Witness List.
TUESDAY	" 18	.	.	Motions and Non-Witnes List.	
WEDNESDAY	" 19	.	.		Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
THURSDAY	" 20	.	.	Sitting in Chambers Companies' Acts and Non- Witness List.	
FRIDAY	" 21	.	.		Motions and Non-Witnes List.
SATURDAY	" 22	.	.	Short Causes, Petitions, Procedure Summonses, and Non-Witness List.	
MONDAY	" 24	.	.		Sitting in Chambers Companies' Acts and Non- Witness List.
TUESDAY	" 25	.	.	Motions and Non-Witnes List.	
WEDNESDAY	" 26	.	.		Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
THURSDAY	" 27	.	.	Sitting in Chambers Companies' Acts and Non- Witness List.	
FRIDAY	" 28	.	.		Motions and Non-Witnes List.
SATURDAY	" 29	.	.	Short Causes, Petitions, Procedure Summonses, and Non-Witness List.	
MONDAY	Dec. 1	.	.		Sitting in Chambers Companies' Acts and Non- Witness List.
TUESDAY	" 2	.	.	Motions and Non-Witnes List.	

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1902.

CHANCERY DIVISION.

LOED CHANCELLOR'S COURT.

Before  
Mr. Justice FARWELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice FARWELL will take actions with Witnesses daily throughout the Sittings.

CHANCERY COURT IV.

Before  
Mr. Justice BUCKLEY.

Except when other Business is advertised in the Daily Cause List Mr. Justice BUCKLEY will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

CHANCERY COURT III.

Before  
Mr. Justice JOYCE.

Except when other Business is advertised in the Daily Cause List Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.

N.B.—On October 24th, 25th and 27th the Retained Non-Witness Business will be taken. Witness Actions will be commenced on Tuesday, October 28th.

KING'S BENCH COURT I.

Before Mr.  
Justice SWINFEN EADY.

Motions Short Causes, Petitions, and General Paper.	FRIDAY, SATURDAY	Oct. 24 " 25
Sitting in Chambers General Paper	MONDAY TUESDAY	" 27 " 28
Ditto	WEDNESDAY	" 29
Ditto	THURSDAY	" 30
Motions and General Paper	FRIDAY	" 31
Liverpool and Manchester Business	SATURDAY,	Nov. 1
Sitting in Chambers Short Causes, Petitions, and General Paper.	MONDAY TUESDAY	" 3 " 4
General Paper	WEDNESDAY	" 5
Ditto	THURSDAY	" 6
Motions and General Paper	FRIDAY	" 7
Short Causes, Petitions, and General Paper.	SATURDAY	" "
Sitting in Chambers General Paper	MONDAY TUESDAY	" 10 " 11
Ditto	WEDNESDAY	" 12
Ditto	THURSDAY	" 13
Motions and General Paper	FRIDAY	" 14
Manchester and Liverpool Business	SATURDAY	" 15
Sitting in Chambers Short Causes, Petitions, and General Paper.	MONDAY TUESDAY	" 17 " 18
General Paper	WEDNESDAY	" 19
Ditto	THURSDAY	" 20
Motions and General Paper	FRIDAY	" 21
Short Causes, Petitions, and General Paper.	SATURDAY	" 22
Sitting in Chambers General Paper	MONDAY TUESDAY	" 24 " 25
Ditto	WEDNESDAY	" 26
Ditto	THURSDAY	" 27
Motions and General Paper	FRIDAY	" 28
Liverpool and Manchester Business	SATURDAY	" 29
Sitting in Chambers Short Causes, Petitions, and General Paper.	MONDAY, TUESDAY	Dec. 1 " 2

[Continued on next page]

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1902—continued.

	COURT OF APPEAL.		HIGH COURT OF JUSTICE—	
	APPEAL COURT.	APPEAL COURT.	CHANCERY COURT I.	CHANCERY COURT II.
	(IN APPEAL COURT No. I.)	(IN APPEAL COURT No. II.)	Before Mr. Justice KEKEWICH.	Before Mr. Justice BYRNE.
	[See page 260.]	[See page 260.]	[See page 260.]	
WEDNESDAY, Dec. 3	.	.	.	Non-Witness List . . .
THURSDAY " 4	.	.	.	Ditto
FRIDAY " 5	.	.	.	Motions and Non-Witness List.
SATURDAY " 6	.	.	.	Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
MONDAY " 8	.	.	.	Sitting in Chambers . . .
TUESDAY " 9	.	.	.	Companies' Acts and Non-Witness List.
WEDNESDAY " 10	.	.	.	Non-Witness List . . .
THURSDAY " 11	.	.	.	Ditto
FRIDAY " 12	.	.	.	Motions and Non-Witness List.
SATURDAY " 13	.	.	.	Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
MONDAY " 15	.	.	.	Sitting in Chambers . . .
TUESDAY " 16	.	.	.	Companies' Acts and Non-Witness List.
WEDNESDAY " 17	.	.	.	Non-Witness List . . .
THURSDAY " 18	.	.	.	Motions and Non-Witness List.
FRIDAY " 19	.	.	.	Remaining Motions (if any) Short Causes, Petitions, Procedure Summonses, and Non-Witness List.
SATURDAY " 20	.	.	.	Remaining Short Causes, Petitions, Procedure Summonses, and Non-Witness List.

*The Witness Actions retained by Mr. Justice BYRNE will be taken from time to time as the state of the Non-Witness List may permit; but Motions and Petitions will always be taken on Fridays and Saturdays respectively throughout the Sittings.*

*Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the cause can be put in the Paper to be so heard. The necessary Papers, including Two Copies of minutes of the proposed Judgment or Order, must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper. In default the Cause will not be put in the Paper.*

*N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate. These must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come in to the Paper.*

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1902—continued.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

Before  
Mr. Justice FARWELL.

[See page 261.]

CHANCERY COURT IV.

Before  
Mr. Justice BUCKLEY.

[See page 261.]

KING'S BENCH COURT I.

Before Mr.  
Justice SWINFEN EADY.

General Paper . . . . .	WEDNESDAY, Dec.	3
Ditto . . . . .	THURSDAY	4
Motions and General Paper . . . . .	FRIDAY	5
Short Causes, Petitions, and General Paper.	SATURDAY	6
Sitting in Chambers . . . . .	MONDAY	8
General Paper . . . . .	TUESDAY	9
Ditto . . . . .	WEDNESDAY	10
Ditto . . . . .	THURSDAY	11
Motions and General Paper . . . . .	FRIDAY	12
Manchester and Liverpool Business	SATURDAY	13
Sitting in Chambers . . . . .	MONDAY	15
Short Causes, Petitions, and General Paper.	TUESDAY	16
General Paper . . . . .	WEDNESDAY	17
Motions and General Paper . . . . .	THURSDAY	18
General Paper . . . . .	FRIDAY	19
Short Causes, Petitions, and General Paper.	SATURDAY	20

CHANCERY COURT III.

Before  
Mr. Justice JOYCE.

[See page 261.]

Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard. Two Copies of Minutes of the proposed Judgment or Order must be left in Court with the Judge's Clerk one clear day before the Cause is to be put in the Paper.

N.B.—The following Papers on Fur. Con. are required for the use of the Judge, viz.—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Fur. Con. is ready to come into the Paper.

[Continued from page 239.]

- from order of Mr. Justice Kekewich, dated April 6, 1900 (s.o. not before Nov. 8) May 24  
**1901.**
- 2 The Midland Ry. Co. v. Wright appl. of Plffs. from order of Mr. Justice Byrne, dated Feb. 14, 1901 (s.o. till legal representative appointed) April 30
- 3 Afsale Lawrence & Bullen Id. appl. of Plffs. from order of Mr. Justice Joyce, dated July 31, 1901 part heard (To be re-argued by order) September 4
- 4 Lord Hastings The North Eastern Ry. Co. appl. of Defts. from order of Mr. Justice Byrne, dated Aug. 12, 1901 (s.o. 4 weeks after No. 5 disposed of, by order) August 28  
**1902.**
- 5 Lord Hastings The North Eastern Ry. Co. appl. of Plffs. from order of Mr. Justice Byrne, dated April 8, 1901 (advanced by order) April 18  
**1901.**
- 6 { In re Hunt  
Leppard & Leppard Morgan Pollard & Settled Land Acts appl. of Plffs. from order of Mr. Justice Farwell, dated Aug. 5, 1901 part heard (s.o. Nov. 1, by order) December 17
- 7 Bennett Stone appl. of Plff. from order of Mr. Justice Buckley, dated Nov. 13, 1901 December 31
- 8 { In re Huxtable  
Huxtable Crawford appl. of Attorney-Gen. from order of Mr. Justice Farwell, dated Nov. 23, 1901 December 28  
**1902**
- 9 { In re Miss A. J. Masterson, dec.  
Dumas & ors. appl. of Deft. & ors. from order of Mr. Justice Byrne, dated Aug. 6, 1901 January 28
- 10 Almsworth & Ors. v. Wilding & ors. appl. of Plffs. from order of Mr. Justice Joyce, dated Aug. 3, 1901 January 28
- 11 S. A. M. Galr (widow) v. A. Tolhurst & ors. appl. of Plff. from order of Mr. Justice Kekewich, dated Nov. 7, 1901 January 29
- 12 Wright Carter & ors. appl. of Plff. from order of Mr. Justice Kekewich, dated Jan. 21, 1902 January 29
- 13 Lewis Balco appl. of Deft. from order of Mr. Justice Kekewich, dated Nov. 4, 1901 February 3
- 14 Sebastian Ziana de Ferrant v. The British Thompson Houston Co. Id. appl. of Plff. from order of Mr. Justice Swinfen Eady, dated Jan. 30, 1902 February 10
- 15 The Acetylene Illuminating Co. Id. & anr. v. The United Alkali Co. Id. appl. of Plffs. from order of Mr. Justice Buckley, dated Feb. 3, 1902 February 11
- 16 J. W. Green Id. v. Hill appl. of Plffs. from order of Mr. Justice Buckley, dated Feb. 10, 1902 February 24
- 17 { In re John Scott, dec.  
Langton Scott appl. of A. Langton & ors. from order of Mr. Justice Kekewich, dated Jan. 14, 1902 March 3
- 18 Evans, Williams & ors. v. Byron & ors. appl. of Defts. from order of Mr. Justice Byrne, dated Feb. 12, 1902 March 5
- 19 Pat. Exploitation v. Siemens Bros. & Co. Id. appl. of Plffs. from order of Mr. Justice Buckley, dated Jan. 31, 1902 March 6
- 20 Joseph Joseph appl. of Plff. Morris from order of Mr. Justice Kekewich, dated Feb. 27, 1902 March 13
- 21 Meyer & anr. Green appl. of Plff. from order of Mr. Justice Buckley, dated Jan. 28, 1902 March 13
- 22 Kopp Rosenwald appl. of Deft. from order of Mr. Justice Buckley, dated March 5, 1902 March 17
- 23 In the Matter of the Registered Trade Mark, No.

- 107,351 in Class 23 of A & A. Crompton & Co. Id. and in the Matter of the Patents, Designs & Trade Mark Acts, 1883 to 1888 appl. of A. Grandage and ors. from order of Mr. Justice Swinfen Eady, dated March 6, 1902 March 18
- 24 { In re Parkin  
Flaher Parkin appl. of deft. D. E. Parker (an infant) from order of Mr. Justice Kekewich, dated Jan. 29, 1902 March 19
- 25 Bickmore Dimmer (Liverpool D.R.) appl. of Deft. from order of Mr. Justice Farwell, dated March 11, 1902 March 24
- 26 { In re Alexander's Trusts  
Alexander Shuter appl. of Defts. C. S. Shuter and anr. from order of Mr. Justice Kekewich, dated Jan. 23, 1902 March 24
- 27 { In re Jaques, dec.  
Hodgson Bralsby & ors. appl. of Deft. Annie Todd from order of Mr. Justice Buckley, dated Feb. 24, 1902 March 26
- 28 In re Letters Patent, No. 5,882 of 1897 and in re The Patents, &c. Acts, 1883 to 1888 appl. of Petr. J. Crossfield & Sons and anr. from order of Mr. Justice Buckley, dated March 7, 1902 (produce order) March 27
- 29 Stagg The Medway (Upper) Navigation Co. appl. of Plff. from order of Mr. Justice Swinfen Eady, dated March 14, 1902 March 27
- 30 { In re Beville, dec.  
Beville Beville & ors. appl. of Defts. from order of Mr. Justice Buckley, dated March 11, 1902 April 10
- 31 In re a Contract between The School Board for London and S. G. Foster, and in re The Vendor and Purchaser Act, 1874 appl. of The School Board from order of Mr. Justice Kekewich, dated March 26, 1902 April 14
- 32 { In re Brown, dec.  
Osmond Jones appl. of Deft. M. E. Wright from order of Mr. Justice Byrne, dated March 18, 1902 April 14
- 33 In re Highbet & Bird's Contract and V. & F. Act, 1874 appl. of W. Highbet from order of Mr. Justice Swinfen Eady, dated March 19, 1902 April 15
- 34 Gas'on Istead appl. of Plff. from order of Mr. Justice Joyce, dated March 24, 1902 April 15
- 35 The Funnelman & South Shields Water Co. v. Pemberton appl. of Deft. from order of Mr. Justice Swinfen Eady, dated Feb. 26, 1902 April 18
- 36 Foy, Morgan & Co. v. Kempf appl. of Deft. from order of Mr. Justice Joyce, dated Feb. 6, 1902 (produce order) April 23
- 37 Mc Connell Wright appl. of Deft. from order of Mr. Justice Kekewich, dated April 23, 1902 April 25
- 38 Hart Charlier appl. of Deft. from order of Mr. Justice Swinfen Eady, dated Jan. 29, 1902 April 25
- 39 { In re Robert Allen, dec.  
Dow's Legal Representative v. Casaigne appl. of Deft. from order of Mr. Justice Buckley, dated March 13, 1902 April 28
- 40 The Reason Manufacturing Co. Id. v. Ernest F. Moy Id. appl. of Defts. from order of Mr. Justice Byrne, dated April 23, 1902 (produce order) April 29
- 41 Bond & ors. Barrow Hematite Steel Co. Id. appl. of Plffs. from order of Mr. Justice Farwell, dated Jan. 18, 1902 (produce order) April 30
- 42 { In re R. W. Brook, dec.  
Dixon Brook appl. of The Produce Brokers Co. Id. from order of Mr. Justice Joyce, dated Feb. 22, 1902 May 1
- 43 Broome Speak & ors. appl. of Deft. Shephard from order of Mr. Justice Buckley, dated April 30, 1902 (produce order) May 1
- 44 Carfrae Blount appl. of Plff. from order of Mr. Justice Kekewich, dated April 8, 1902 May 2

- 45 { In re The Estate of G. N. Greenwood, dec.  
Goodhart Woodhead appl. of Plff. from order of Mr. Justice Joyce, dated April 19, 1902 (produce order) May 1
- 46 Broome Speak appl. of Deft. from order of Mr. Justice Buckley, dated April 30, 1902 (produce order) May 1
- 47 King Sautley appl. of Deft. from order of Mr. Justice Kekewich, dated Feb. 24, 1902 May 1
- 48 Broome Speak & ors. appl. of Deft. Clayton from order of Mr. Justice Buckley, dated April 30, 1902 (produce order) May 1
- 49 { In re A. Evans Lloyd, dec.  
Kellett Meek (Manchester D.R.) appl. of Deft. from order of Mr. Justice Swinfen Eady, dated March 14, 1902 May 1
- 50 Defries Bellfield appl. of Deft. from order of Mr. Justice Buckley, dated Feb. 7, 1902 May 1
- 51 Avery Lewis appl. of Deft. from order of Mr. Justice Joyce, dated March 4, 1902 (produce order) May 1
- 52 Zumbeek Biggs appl. of Deft. from order of Mr. Justice Kekewich, dated March 19, 1902 May 1
- 53 { In re Richard Roberts, dec.  
Roberts Parry appl. of Plff. from order of Mr. Justice Byrne, dated March 15, 1902 May 1
- 54 Desoer Davis (Liverpool District Registry) appl. of W. B. Davis from order of Mr. Justice Farwell, dated May 10, 1902 (produce order) May 1
- 55 The Duke of Portland v. The North Eastern Ry. Co. appl. of Plff. from order of Mr. Justice Swinfen Eady, dated April 30, 1902 May 1
- 56 Hennessy Dampé & anr. appl. of Plff. from order of Mr. Justice Kekewich, dated May 23, 1902 May 1
- 57 White Graham appl. of Plff. from order of Mr. Justice Byrne, dated March 19, 1902 May 1
- 58 The Capital & Counties Bank Id. v. Rhoads & ors. appl. of Plffs. from order of Mr. Justice Kekewich, dated May 7, 1902 May 1
- 59 The Carpenters' Co. v. The Drapers' Co. appl. of Plffs. from order of Mr. Justice Joyce, dated April 19, 1902 May 1
- 60 Jarel Clements appl. of Deft. from order of Mr. Justice Byrne, dated May 31, 1902 May 1
- 61 { In re Hargraves, dec.  
Hargraves Hargraves appl. of Plff. from order of Mr. Justice Joyce, dated April 19, 1902 May 1
- 62 Devonport Corpn. v. Tomar & Son appl. of Plff. from order of Mr. Justice Joyce, dated March 26, 1902 May 1
- 63 E. S. Van Praagh v. J. W. Everidge appl. of Deft. from order of Mr. Justice Kekewich, dated May 4, 1902 May 1
- 64 Dunlop Pneumatic Tyre Co. Id. v. The Chamberlain Rubber Co. Id. appl. of Plffs. from order of Mr. Justice Kekewich, dated June 12, 1902 (the Actions consolidated by order dated April 29, 1902) May 1
- 65 In re Dalton's Trusts & in re The Trustee Act, 1851 appl. of Plffs. from order of Mr. Justice Farwell, dated June 3, 1902 May 1
- 66 Terry Davies appl. of Plff. from order of Mr. Justice Kekewich, dated May 22, 1902 May 1
- 67 The Birmingham Pneumatic Tyre Syndicate Id. v. The Alliance Tyre Co. appl. of Defts. from order of Mr. Justice Byrne, dated March 15, 1902 May 1
- 68 Saunders The London Electric Supply Corp. Id. appl. of Plff. from order of Mr. Justice Kekewich, dated April 29, 1902 May 1
- 69 In re The Companies' Acts, 1862 to 1890, and in re The South American & Mexican Co. Id. appl. of E. Cooper from order of Mr. Justice Buckley, dated May 6, 1902 May 1
- 70 The Jarrah Timber, &c. Corpn. Id. v. Samsam appl. of Defts. from order of Mr.

Justice Kekewich, dated June 20, 1902  
 In the Matter of the Companies' Acts, 1862 to 1890, and in the Matter of The Topical Times Co. ld. appl. of The Mirror of Life Co. from order of Mr. Justice Buckley, dated June 16, 1902  
 In re Coppen, dec. Dingle appl. of Pltff. from order of Mr. Justice Joyce, dated May 16, 1902  
 The Finchley Electric Light Co. ld. v. The Finchley Urban District Council appl. of Pltffa. from order of Mr. Justice Farwell, dated March 18, 1902  
 Glamorganshire Canal Navigation v. The Rhymney Ry. Co. and The Great Western Ry. Co. appl. of Pltffa. from order of Mr. Justice Kekewich, dated July 1, 1902  
 Jurid Walke & ora. appl. of Deft. from order of Mr. Justice Byrne, dated April 20, 1902  
 In re Thomas Tooka Trout, dec.  
 Thompson & ora. v. Goodridge appl. of Deft. from order of Mr. Justice Joyce, dated June 26, 1902  
 In re Jenner's Settlement and Trusts Jenner appl. of Deft. from order of Mr. Justice Byrne, dated Feb. 24, 1902  
 In re Man Waterworth & ora. v. Man & ora. appl. of Deft. George C. Man, from order of Mr. Justice Swinlee Eady, dated March 4, 1902 (produce order)  
 In re Marsh & anr. Marsh & anr. appl. of Deft. from order of Mr. Justice Buckley, dated March 19, 1902  
 In re Biss Biss appl. of Pltff., I. E. Biss, from order of Mr. Justice Buckley, dated July 9, 1902 (produce order)  
 Wright Berry appl. of Pltff. from order of Mr. Justice Byrne, dated June 2, 1902  
 Worcester Royal Purcellin Co. ld. v. Locke & Co. ld. appl. of Deft. from order of Mr. Justice Byrne, dated July 2, 1902 (produce order)  
 In the Matter of The Companies' Acts, 1862 to 1890 and in the Matter of The Northern Transvaal Lands Co. ld. appl. of Henry Samuel from order of Mr. Justice Buckley, dated July 5, 1902 (produce order)  
 Thrapp de Wessle appl. of Pltff. from order of Mr. Justice Joyce, dated June 17, 1902  
 In re H. Wilmott, dec.  
 Sprague & anr. v. Wilmott & ora. appl. of Pltffa. from order of Mr. Justice Farwell, dated June 16, 1902 (produce order)  
 The Attorney-Gen. v. The Oxford Canal Navigation appl. of Pltff. from order of Mr. Justice Kekewich, dated June 4, 1902  
 Hewitt Carpenter appl. of Pltff. from order of Mr. Justice Kekewich, dated June 17, 1902 (produce order)  
 In re Gosling, dec.  
 Gosling & ora. v. Elcock & ora. appl. of Attorney-Gen. from order of Mr. Justice Farwell, dated March 22, 1902 (produce order)  
 The Tilt Cove Copper Co. ld. v. The Cape Copper Co. ld. appl. of Deft. from order of Mr. Justice Swinlee Eady, dated July 4, 1902  
 The Acetylene Illuminating Co. ld. & anr. v. The Giffro Electro Chemical & Fwyer Co. ld. & ora. appl. of Pltffa. from order of Mr. Justice Buckley, dated April 14, 1902  
 Same Thora & Holdis Acetylene Co. ld. & anr. appl. of Pltffa. from order of Mr. Justice Buckley, dated April 14, 1902  
 In re R. Appleby, dec.  
 Walker & anr. Lever & anr. and Nibbet & ora. appl. of Pltffa. W.

E. Walker and H. Charles Nibbet & ora. from order of Mr. Justice Byrne, dated July 1, 1902  
 July 25  
 94 Haggie & anr. Allan & ora. appl. of Deft. from order of Mr. Justice Kekewich, dated June 6, 1902  
 95 In the Matter of the Companies' Acts, 1862 to 1890 and in the State of Wyoming Syndicate ld. appl. of Major Graham & H. Walker from order of Mr. Justice Buckley, dated July 22, 1902 (produce order)  
 96 { In re Drax, dec. Drax & ora. appl. of Deft. from order of Mr. Justice Joyce, dated June 5, 1902  
 { Saville & ora. August 7  
 97 { In re Drax, dec. Same appl. of Pltffa. from order of Mr. Justice Joyce, dated June 5, 1902  
 { Same August 7  
 98 In the Matter of the Calcot Park and other Settled Estates in the County of Berks. and in the Matter of the Settled Land Acts, 1862 to 1890 appl. of H. B. Blagrove from order of Mr. Justice Joyce, dated July 30, 1902  
 99 Holton Speak appl. of Deft. from order of Mr. Justice Byrne, dated July 5, 1902 (produce order)  
 100 Foster The Mutual Reserve Fund Life Assoc. appl. of Deft. from order of Mr. Justice Kekewich, dated July 24, 1902, and cross notice of appeal by Pltff., dated Aug. 12, 1902 (produce order)  
 101 Angus & Co. ld. v. W. Gibbs ld. appl. of Deft. from order of Mr. Justice Kekewich, dated August 1, 1902 (produce order)  
 102 Quicke & anr. Chapman appl. of Deft. from order of Mr. Justice Kekewich, dated Aug. 8, 1902 (produce order)  
 103 In re The Companies' Acts, 1862 to 1890 and in re The North West Argentine Ry. Co. ld. appl. of Condola Central Ry. Co. ld. from order of Mr. Justice Buckley, dated May 6, 1902  
 104 Wardroper Gibbs appl. of Pltff. from order of Mr. Justice Kekewich, dated July 30, 1902  
 105 { In re Batten Farmer Batten appl. of Deft. A. S. Scott from order of Mr. Justice Farwell, dated July 19, 1902  
 106 { In re Baldwin Rushforth Baldwin and ora. appl. of Deft. J. H. L. Baldwin from order of Mr. Justice Farwell, dated July 17, 1902 (produce order)  
 107 { In re Baldwin Rushforth Baldwin & ora. appl. of Deft. P. G. Baldwin & ora. from order of Mr. Justice Farwell, dated July 17, 1902  
 108 { In re Davis Davis & ora. appl. of Pltffa. from order of Mr. Justice Farwell, dated April 17, 1902  
 109 Montefiore Guadalla appl. of The Reversionary Interest Soc. from order of Mr. Justice Byrne, dated Aug. 12, 1902 (produce order)  
 110 Watts Backnall appl. of Deft. from order of Mr. Justice Byrne, dated Aug. 5, 1902  
 111 In re Henry Seaman and in re The Settled Land Acts appl. of The Trustees from order of Mr. Justice Farwell, dated July 3, 1902  
 112 Maunier Maunier appl. of Deft. from order of Mr. Justice Joyce, dated July 24, 1902  
 113 Fortin Sowerbute appl. of Pltff. from order of Mr. Justice Joyce, dated May 8, 1902  
 114 Corpn. of Hove v. Brighton Intercepting Sewers Board appl. of Pltff. from order of Mr. Justice Kekewich, dated July 9, 1902  
 115 Doughty Lonsgrange Beefs Co. appl. of Pltff. from order of Mr. Justice Buckley, dated July 11, 1902

*From the Chancery, Probate, and Divorce Divisions.*  
 INTERLOCUTORY LIST.  
 1902.  
 1 Aldin & ora. Hewlett & ora. appl. of Deft. from order of Mr. Justice Joyce, dated June 17, 1902  
 2 Woolfe The Automatic Picture Gallery ld. appl. of Deft. (by leave) from order of Mr. Justice Kekewich, dated July 1, 1902  
 3 { In re Lawley, dec. Lawley appl. of Executors of G. P. Perkins, dec. from order of Mr. Justice Joyce, dated July 29, 1902  
 { Zaleser August 12  
 4 In the Matter of The Companies Acts, 1862 to 1890 and in re The Matter of Radford & Co. & Bright ld. (in liquidation) appl. of D. M. St. v. van- from order of Mr. Justice Buckley, dated August 5, 1902 (produce order)  
 5 In the Matter of The Companies Acts, 1862 to 1890 and in re The Matter of The Corporation of British Investors ld. appl. of B. Boaler in person from order of Mr. Justice Buckley, dated July 29, 1902 (in this List, by order)  
 6 { Divorce S. Lyles F. Lyles appl. of applt. Sarah Barnes, from order of Mr. Justice Barnes, dated Aug. 8, 1902  
 September 10  
*From the Probate and Divorce Division.*  
 GENERAL LIST.  
 1901.  
 1 { Divorce M. F. Abdy W. N. Abdy appl. of Petur. from order of The President, dated Jan. 14, 1901  
 1902.  
 2 { Probate A. W. Lightbody v. G. West & ora. appl. of Deft. from order of The President, dated April 16, 1902  
 3 { Divorce Everett Everett orca. Thompson appl. of Respt. from order of The President, dated June 2, 1902  
 4 { Probate In re the Estate of William Green, dec. Green & ora. Mitchell & ora. appl. of Deft. from order of the President, dated July 26, 1902  
 NEW TRIAL. 1902.  
 1 { Divorce H. Pinson J. M. Pinson & F. Baumann appl. of H. Pinson for judgt. or new trial, dated April 26, 1902, at trial before Mr. Justice Barnes and special jury, Middlesex  
 May 16  
*From the County Palatine Court of Lancaster.*  
 GENERAL LIST. 1902.  
 1 Faulder Rushton ld. appl. of Deft. from order of The Vice-Chancellor of the County Palatine of Lancaster, dated May 13, 1902  
 2 { In re Joseph Travis, dec. Oxall Grastorex appl. of Deft. from order of The Vice-Chancellor of the County Palatine of Lancaster, dated April 28, 1902  
 3 { In re Joseph Travis, dec. S. Oxall J. R. Grastorex & ora. appl. of Deft. from order of The Vice-Chancellor of the county Palatine of Lancaster, dated April 28, 1902  
 August 12

- 4 In re Margaret Bagnall, dec. Chadwick & anr. v. Emil de Jong & ors. appl. of Defts. Emil de Jong & E. H. Emil de Jong from order of The Vice-Chancellor of the County Palatine of Lancaster, dated June 16, 1902 August 13
- 5 The Urban District Council of Stretford v. The Manchester South Junction & Altrincham Ry. Co. appl. of Defts. from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Aug. 1, 1902 August 13

*From the King's Bench Division.*

*(In Bankruptcy.)*

- 1 In re The Debtors (expts. The Debtors), No. 267 of 1902 from a receiving order made by Mr. Registrar Linklater, dated 24th April, 1902
- 2 In re A Debtor (expts. The Debtor), No. 563 of 1902 from a receiving order made by Mr. Registrar Brougham, dated 2nd July, 1902
- 3 In re Bright, C. (expts. The Debtor), No. 545 of 1901 from an order made by Mr. Registrar Giffard, dated 1st July, 1902, refusing to fix a date on which to hear an appln. to rescind the Receiving Order
- 4 In re A Debtor (expts. The Debtor), No. 324 of 1902 from an order made by Mr. Registrar Linklater, dated 6th August, 1902, refusing to rescind a receiving order
- 5 In re A Debtor (expts. The Debtor) No. 799 of 1902 from a receiving order made by Mr. Registrar Hope, dated 14th August, 1902, and from his order of 27th August, 1902, dismissing the Debtor's appln. to rescind the said Receiving Order

*From the King's Bench Division.*

**FOR HEARING.**

**FINAL LIST.**

1901.

- 1 Mercer The Liverpool, St. Helens & South Lancashire Ry. Co. appl. of Defts. from judgt. of The Lord Chief Justice, dated June 24, 1901, without a jury, Middlesex July 17
- 2 Mitchell Richard Evans & Co. ld. appl. of Defts. from judgt. of Mr. Justice Bucknill, dated July 26, 1901, without a jury August 2
- 3 Mediterranean & New York Steam Ship Co. v. Mackay appl. of Plffs. from judgt. of Mr. Justice Bucknill, dated July 6, 1901, with a special jury, Manchester August 3
- 4 Handley Wolverhampton Race Course and Lunstall Park Club Co. ld. appl. of Plff. from judgt. of Mr. Justice Darling, dated July 24, 1901, without a jury, Stafford August 8
- 5 H. F. Van Laun & Co. v. Baring Bros. ld. appl. of Plffs. from judgt. of Mr. Justice Bigham, dated July 3, 1901, without a jury, Middlesex October 9
- 6 The Mayor, &c. of Truro v. Kemp appl. of Plffs. from judgt. of Mr. Justice Wills, dated August 6, 1901 October 23
- 7 Ward Bros. James Hill & Sons appl. of Defts. from judgt. of Mr. Justice Wills, dated Aug. 6, 1901, without a jury, Middlesex November 14
- 8 George Coates appl. of Defs. from judgt. of Mr. Justice Ridley, dated Nov. 7, 1901, without a jury, Middlesex November 21
- 9 Trustee of G. Mellor, a bankrupt v. Maas appl. of Defs. from judgt. of Mr. Justice Wright, dated Nov. 8, 1901, without a jury, Middlesex November 23
- 10 Sykes Curtis & ors. appl. of G. Murray 3rd party) from judgt. of Mr.

- Justice Ridley, dated Nov. 19, 1901, without a jury, Middlesex November 29
  - 11 Spooner & anr. Day appl. of Defs. from judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 28
  - 12 Holt Wren appl. of E. Holt, Plff., from judgt. of Mr. Justice Wills, dated Nov. 19, 1901, District Registry, Blackburn November 27
  - 13 Simon Hilliam (trading, &c.) appl. of Defs. from judgt. of Mr. Justice Channell, dated Nov. 16, 1901, without a jury, Middlesex November 30
  - 14 Cooke Payne appl. of Defs. from judgt. of Mr. Justice Wright, dated Nov. 21, 1901, without a jury, Middlesex November 30
  - 15 Zimblet & anr. Abrahams appl. of Plffs. from judgt. of Mr. Justice Darling, dated Nov. 23, 1901, without a jury, Middlesex December 4
  - 16 Basset Maulsley appl. of Defs. from judgt. of Mr. Justice Bucknill, dated Nov. 26, 1901, without a jury, Middlesex December 6
  - 17 Philip Bennett & Co. appl. of Defs. from judgt. of Mr. Justice Bigham, dated Nov. 29, 1901, without a jury, Middlesex December 6
  - 18 Wilcock Greig appl. of Plff. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex December 6
  - 19 In re an Arbitration between Lord Mostyn and F. H. Fitzsimmons appl. of Lord Mostyn from order of Mr. Justice Wright (special case), dated Nov. 27, 1901 December 11
  - 20 Harris & Co. v. Davis & Co. ld. & anr. appl. of Plffs. from judgt. of Mr. Justice Wright, dated Dec. 6, 1901, without a jury, Middlesex December 13
  - 21 Wyatt The London County Council appl. of Defs. from judgt. of Mr. Justice Wright, dated Dec. 9, 1901, without a jury, Middlesex December 16
  - 22 Hanftaengl The British Telescope & Biograph Co. ld. appl. of Plff. from judgt. of Mr. Justice Phillimore, dated Dec. 4, 1901, with a common jury, Middlesex December 19
  - 23 Green Lydall & anr. appl. of Plff. from judgt. of Mr. Justice Darling, dated Nov. 29, 1901, without a jury, Middlesex (security ordered) December 20
  - 24 Hay Veale appl. of Defs. from judgt. of Mr. Justice Lawrence, dated Dec. 18, 1901, without a jury, Middlesex December 23
  - 25 Hawut Press appl. of Defs. from judgt. of Mr. Justice Walton, dated Dec. 10, 1901, with a common jury, Middlesex December 30
  - 26 Surtees Woodhouse appl. of Defs. from judgt. of Mr. Justice Walton, dated Dec. 21, 1901, without a jury, Middlesex December 31
- 1902.
- 27 The Ecclesiastical Commissioners of England v. The North Eastern Ry. Co. appl. of Defs. from judgt. of Mr. Justice Wright, dated Dec. 10, 1901, without a jury, Middlesex January 3
  - 28 Phillips & ors. Williams appl. of Defs. from judgt. of Mr. Justice Walton, dated Dec. 21, 1901, without a jury, Middlesex January 3
  - 29 Granville & Co. Firth appl. of Defs. from judgt. of Mr. Justice Ridley, dated Dec. 12, 1901, with a common jury, Leeds January 3
  - 30 Moul Coronet Theatre ld. appl. of Plff. from judgt. of Mr. Justice Wright, dated Dec. 10, 1901, without a jury, Middlesex January 3
  - 31 Randt Gold Mining Co. ld. v. The New Balkis Erskelley ld. appl. of Defs. from judgt. of Mr. Justice Bucknill, dated Dec. 20, 1901, without a jury, Middlesex January 8
  - 32 Kennedy Davis appl. of D.ft. from judgt. of

- Mr. Justice Grantham, dated Dec. 18, 1901, without a jury, Leeds January 8
- 33 Collins Saxby appl. of Defs. from judgt. of Mr. Justice Bruce, dated Dec. 24, 1901, without a jury, Middlesex January 11
- 34 Fryer The Church Agency ld. & anr. appl. of Defs. from judgt. of Mr. Justice Walton, dated Nov. 13, 1901, with a common jury, Middlesex January 11
- 35 Marie Orr Blake appl. of Defs. from judgt. of The Lord Chief Justice and Justice Darling and Channell, dated Dec. 19, 1901 January 11
- 36 In re An Arbitration between Todd, Briston & Co. and The North Eastern Ry. Co. appl. of Todd, Briston & Co. from judgt. of Mr. Justice Wright (Special Case), dated Dec. 2, 1901 January 11
- 37 Countess Esmeris v. Whinney appl. of Plff. from judgt. of Mr. Justice Wright, dated Jan. 18, 1902, without a jury, Middlesex January 11
- 38 The Attorney-Gen. (Informants) v. The Hon. Hans John Baron Montagu (Successor Side) appl. of Defs. from Mr. Justice Phillimore, dated Jan. 15, 1902 January 11
- 39 Wakefield Corpn. v. Cooke & ors. appl. of Defs. from judgt. of The Lord Chief Justice and Justice Darling & Channell, dated Dec. 14, 1901 January 11
- 40 The Mayor & ors. of the Borough of Southampton Lord appl. of Defs. from judgt. of Mr. Justice Wright, dated Jan. 16, 1902, without a jury, Middlesex January 11
- 41 The British Oil Cake Mills ld. (Appellants) v. The Commrs. of Inland Revenue (Respondents) (Revenue Side) appl. of Appnts. from order of Mr. Justice Phillimore, dated Jan. 15, 1902 January 11
- 42 Cheverton Brown v. Brooke appl. of Defs. from judgt. of Mr. Justice Bigham, dated Dec. 17, 1901, without a jury, Middlesex February 1
- 43 In re an Arbitration between Haquoddi & Co. and Gueret ld. appl. of Defs. from judgt. of Mr. Justice Wright, dated Jan. 29, 1902 February 1
- 44 F. Harrison & Co. v. John Peterson & ors. in Foster and McGowan v. J. Peterson & ors. (consolidated) appl. of Defs. from judgt. of Mr. Justice Bigham, dated Jan. 2, 1902 February 1
- 45 Mexican Rosario Mining Co. ld. v. Kennedy appl. of Defs. from judgt. of Mr. Justice Phillimore, dated Feb. 1, 1902, without a jury, Middlesex February 1
- 46 Simpson Teignmouth & Shaldon Bridge & Co. appl. of Defs. Co. from judgt. of Mr. Justice Wright, dated Nov. 25, 1901, without a jury, Middlesex February 1
- 47 The Colour Printing Syndicate ld. v. The North Press & Engineering Co. & Co. appl. of Plffs. from judgt. of Mr. Justice Wright, dated Jan. 30, 1902, without a jury, Middlesex February 1
- 48 (Kempthorne & anr. v. Hankey & anr. (Same) appl. of Defs. from judgt. of Mr. Justice Bigham, dated Jan. 28, 1902, without a jury, Middlesex February 1
- 49 The General Insce. Co. ld. of Trieste v. The Naples Steamship Insce. Assoc. appl. of Plffs. from judgt. of Mr. Justice Walton, dated Dec. 17, 1901, without a jury, Middlesex (security ordered) February 1
- 50 Ursula Bright Steamship Co. ld. v. R. P. Howland & Co. & anr. appl. of Plff. from judgt. of Mr. Justice Ridley, dated Jan. 13, 1902, without a jury, Lancaster (Judgment given in London) February 1
- 51 Zerego & Co. & ors. v. Ursula Bright Steamship Co. ld. appl. of Defs. from judgt. of Mr. Justice Ridley, dated Jan. 13, 1902, without a jury, Lancaster (Judgt. given in London) February 1

Tagart, Beaton & Co. v. James Fisher & Sons & The West Hartlepool Steam Navigation Co. Id. (3rd parties) appl. of Pltffs. from judgt. of Mr. Justice Bigham, dated Feb. 10, 1902, without a jury, Middlesex February 19	Walton, dated March 25, 1902, with a special jury, Cardiff April 10	from judgt. of Mr. Justice Wright, dated April 30, 1902 (special case) May 10
72 Baldwin	Moren & Flowers appl. of Defts. from judgt. of Mr. Justice Bruce, dated March 25, 1902, without a jury, Middlesex April 10	92 The London County Council (Appltts.) v. The Mayor, Aldermen & Councilors of the Met. Borough of Wandsworth (Respts.) appl. of Appltts. from judgt. of the Lord Chief Justice and Justices Darling & Channell, dated April 23, 1902 May 10
Japper, Alexander & Co. v. McLeod & anr. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Feb. 3, 1902, without a jury, Middlesex February 19	73 Lund	93 Davidson
Ekson	Sunderland Shipbuilding Co. Id. appl. of Defts. from judgt. of Mr. Justice Bruce, dated March 25, 1902, without a jury, Middlesex April 14	Hooydonk & Co. Id. appl. of Pltff. from judgt. of Mr. Justice Wright, dated April 17, 1902, without a jury, Middlesex May 15
Heath, Ada Maud (a married woman) v. Wheeler, Percy York appl. of Pltff. from judgt. of Mr. Justice Walton, dated Feb. 10, 1902 (jury discharged) February 28	74 Charles Webster (1899) Id. v. Chapman appl. of Pltffs. from judgt. of Mr. Justice Wright, dated March 7, 1902, without a jury, Middlesex April 16	94 Powell
The West Hartlepool Steam Navigation Co. Id. v. Tagart, Beaton & Co. appl. of Pltffs. from judgt. of Mr. Justice Walton, dated Feb. 24, 1902, without a jury, Middlesex February 28	75 Young & anr.	Ricks (Lewis & Price, 3rd parties) appl. of J. H. Price from judgt. of Mr. Justice Wright, dated May 2, 1902 May 16
McDowall	Balster & ora. appl. of Pltffs. from judgt. of Mr. Justice Wright, dated April 10, 1902, without a jury, Middlesex April 16	95 Lomer & Rennie
The Great Western Ry. Co. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated Feb. 26, 1902, with a special jury, Haverford-west (fur. con. in London) March 4	76 Down	v. Legar appl. of Pltffs. from judgt. of Mr. Justice Bigham, dated May 13, 1902, without a jury, Middlesex May 23
The Attorney-Gen. v. The Rev. Arthur Newton Johnson (Revenue Side) appl. of Informant from judgt. of Mr. Justice Phillimore, dated Jan. 15, 1902 March 5	77 Barrand	96 New Grappler
John Kirkwood v. Carroll & Cutler appl. of Defts. from judgt. of Mr. Justice Wright, dated Nov. 25, 1901 March 5	Watkins appl. of Deft. from judgt. of Mr. Justice Lawrance, dated March 20, 1902, with a special jury, Leeds April 21	Pneumatic Tyre Co. Id. v. North Cheshire Rubber Co. Id. appl. of Pltffs. from judgt. of Mr. Justice Bidley, dated May 6, 1902, without a jury May 24
Bowater & Sons v. Mirror of Life Co. Id. and The Topical Times Co. Id. (3rd party) appl. of 3rd party from judgt. of Mr. Justice Kennedy, dated March 4, 1902, without a jury, Middlesex March 11	78 The Gas Light & Coke Co. Id. v. The Cannon Brewery Co. appl. of Pltffs. from judgt. of The Lord Chief Justice and Justices Darling & Channell, dated April 10, 1902 April 22	97 Sillis
Fowler Id.	79 Angler Line (1887) Id. v. C. T. Bowring & Co. Id. (three actions consolidated) appl. of Defts. from judgt. of Mr. Justice Bigham, dated Feb. 3, 1902, without a jury, Middlesex April 23	The Mayor, Aldermen & Councilors of the Met. Borough of Fulham appl. of Defts. from judgt. of Mr. Justice Wright, dated May 6, 1902, without a jury, Middlesex May 23
Hammond	80 Spillers & Bakers Id. v. Henry Leetham & Sons appl. of Defts. from judgt. of Mr. Justice Bigham, dated April 8, 1902, without a jury, Middlesex April 24	98 Rose
The Midland Ry. Co. appl. of Defts. from judgt. of Mr. Justice Bigham, dated March 3, 1902, and a special jury, Nottingham March 13	81 Securities Inacc. Co. Id. v. Elliott appl. of Deft. from judgt. of Mr. Justice Wright, dated April 19, 1902, without a jury, Middlesex April 24	Preston appl. of Deft. from judgt. of Mr. Justice Wright, dated May 13, 1902, without a jury, Middlesex May 30
Arthur Andersen v. Thomas Rayner appl. of Deft. from judgt. of Mr. Justice Wills, dated Feb. 26, 1902, without a jury, Liverpool March 15	82 Wilcock & anr. v. The British Microscope, &c. Co. Id. and anr. (The British Microscope, &c. Co. Id., 3rd Parties) appl. of Pltffs. from judgt. of Mr. Justice Darling, dated Jan. 25, 1902, with a common jury, Middlesex April 24	99 Field
Underhill	83 Investors & Contract Agency Id. v. Cartwright appl. of Pltffs. from judgt. of Mr. Justice Wright, dated April 15, 1902, without a jury, Middlesex April 26	London, City & Midland Bank Id. appl. of Pltff. from judgt. of Mr. Justice Kennedy, dated May 16, 1902, with a special jury, Middlesex and cross-note by Deft. Bank, dated June 17, 1902 May 30
Enright	84 Jukes, Coulson, Stokes & Co. v. Newton appl. of Deft. from judgt. of Mr. Justice Bigham, dated April 18, 1902, without a jury, Middlesex April 28	100 J. & J. McConnell Id. v. Hurille appl. of Pltffs. from judgt. of Mr. Justice Lawrance, dated May 16, 1902, without a jury, Middlesex May 30
David Mac Iver & Co. Id. v. The Tate Steamers Id. appl. of Defts. from judgt. of Mr. Justice Kennedy, dated March 1, 1902, without a jury, Middlesex March 23	85 Maskelyne & Cooke v. Smith (Deft.) and John Arthur Palmer and Smith Bros. clmts. (interpleader issue) appl. of Pltffs. from judgment of the Lord Chief Justice and Justices Darling & Channell, dated April 8, 1902 April 29	101 In re An Arbitration between The City & South London Ry. Co. & The Rector & Churchwardens of the United Parishes of St. Mary Woolnoth and St. Mary Woolchurch Haw. appl. of The City & South London Ry. Co. from judgt. of Mr. Justice Wright (special case), dated May 4, 1902 June 2
Rex	86 Hunter	102 Fanshaw & anr. v. Phillips & anr. appl. of Defts. from judgt. of Mr. Justice Phillimore, dated March 6, 1902, without a jury, Middlesex June 2
The Urban District Council of Newbiggin (Crown Side) appl. of Prosecutors from judgt. of The Lord Chief Justice and Justices Darling and Channell, dated March 11, 1902 March 24	Titchfield Bank Id. appl. of Defts. from judgt. of Mr. Justice Lawrance, dated April 24, 1902, with a common jury, Middlesex April 30	103 Bottomley & ora. v. Hess appl. of Pltffs. from order of Mr. Justice Grantham (in Chambers), dated May 15, 1902 June 5
Barnes	87 Bozson	104 Odall
Moore appl. of N. E. Barnes from judgt. of Mr. Justice Phillimore, dated March 19, 1902, without a jury, Middlesex April 2	The Urban District Council of Altrincham appl. of Pltff. from judgt. of Mr. Justice Wills, dated March 6, 1902, without a jury, Manchester May 6	Sharp appl. of Deft. (in person) from judgt. of Mr. Justice Phillimore, dated June 4, 1902, without a jury, Middlesex June 5
The London & India Docks Co. v. The North London Ry. Co. appl. of Pltffs. from judgt. of Mr. Justice Wright, dated March 23, 1902, without a jury, Middlesex April 5	88 Palmer	105 Anapa Liquid Fuel Co. Id. v. Parkes and anr. appl. of Defts. from judgt. of Mr. Justice Bigham, dated May 12, 1902, without a jury, Middlesex June 6
The London & India Docks Co. and The Mansion House Railway & Canal Traffic v. The Midland Ry. Co. & The Great Eastern Ry. Co. (Railway and Canal Commission) appl. of The London and India Docks Co. from order of Mr. Justice Wright, Sir F. Peel & Viscount Cobham, dated March 25, 1902 April 7	Birmingham Manufacturing Co. Id. appl. of Defts. from judgt. of Mr. Justice Jelf, dated April 25, 1902, with a common jury, Middlesex May 7	106 Anapa Liquid Fuel Co. Id. v. Parkes and anr. appl. of Defts. from judgt. of Mr. Justice Bigham, dated May 12, 1902, without a jury, Middlesex June 6
Cardiff Pure Ice, &c. Co. appl. of Defts. from judgt. of Mr. Justice	89 Pearse	106 Miller
	Fagan appl. of Deft. from judgt. of Mr. Justice Channell, dated April 24, 1902, without a jury, Middlesex May 9	Law Accident Inacc. Soc. Id. appl. of Pltff. from judgt. of Mr. Justice Bigham, dated April 16, 1902, without a jury, Middlesex June 12
	90 (In re an Arbitration (The Rural District Council of Godstone v. The Urban District Council of Caterham) appl. of Caterham District Council from judgt. of Mr. Justice Wright, dated April 29, 1902 (special case) May 10	107 Newton
	91 Smith	Ferguson appl. of Pltff. (in person) from judgt. of Mr. Justice Bidley, dated April 26, 1902, without a jury, Middlesex June 12
	Kynnersley & ora. appl. of Defts.	108 Lawford
		Billericay Rural District Council appl. of Pltff. from judgt. of Mr. Justice Darling, dated April 14, 1902, without a jury, Middlesex June 16
		109 Langriah
		Watts appl. of Deft. from judgt. of Mr. Justice Bruce, dated June 10, 1902, without a jury, Middlesex June 17
		110 The Law Guarantee Trust Soc. Id. v. Bowen & anr. appl. of Defts. from judgt. of Mr. Justice Channell, dated May 5, 1902, without a jury, Middlesex June 18
		111 Forrester
		The Metropolitan Ry. Co. appl. of Pltff. from judgt. of The Lord



- Chief Justice, dated May 28, 1902, and a special jury, Middlesex June 18
- 112 Atlantic Patent Fuel Co. ld. v. Durand appl. of Deft. from judgt. of Mr. Justice Kennedy, dated March 31, 1902, without a jury June 19
- 113 Angell, on behalf of himself, &c. v. Merchant Marine Insee. Co. appl. of Pittfs. from judgt. of Mr. Justice Bigham, dated May 6, 1902, without a jury, Middlesex June 20
- 114 Torkington Magre appl. of Deft. from judgt. of The Lord Chief Justice and Justices Darling and Channell, dated June 25, 1902 July 1
- 115 Aylward Lamotte appl. of Pittf. from judgt. of Mr. Justice Wills, dated June 10, 1902, with a special jury, Middlesex (two Actions consolidated by order) July 8
- 116 Proctor Metropolitan Borough of Islington appl. of Pittf. from judgt. of Mr. Justice Wright, dated April 9, 1902, without a jury, Middx. July 8
- 117 (In re Agricultural Holdings (England) Act, 1883 to 1900  
In re an Arbitration between J. Mardle (Tenant) and George D. Faber & ors. (Landlords) appl. of Landlords from judgt. of Judge Greenwell, dated June 18, 1902 (special case), Newcastle-on-Tyne July 9
- 118 Giblan National Amalgamated Labourers' Union of Great Britain & Ireland appl. of Pittf. from judgt. of Mr. Justice Walton, dated April 18, 1902, with a jury, Cardiff July 9
- 119 Perry Bedman appl. of Deft. from judgt. of Mr. Justice Ridley, dated May 1, 1902, without a jury, Middlesex July 9
- 120 Willing junr. ld. v. Brickwell & Kerr appl. of Deft. Kerr from judgt. of Mr. Justice Jelf, dated July 7, 1902, without a jury, Middlesex July 11
- 121 Wells The Army & Navy Co-operative Soc. ld. appl. of Defts. from judgt. of Mr. Justice Wright, dated April 16, 1902, without a jury, Middlesex July 15
- 122 Brown & Goodman v. Simpson appl. of Deft. from judgt. of Mr. Justice Kennedy, dated July 16, 1902, with a special jury, Huntingdon July 17
- 123 Brown, Brough & Co. v. National Bank of India ld. appl. of Defts. from judgt. of Mr. Justice Bigham, dated June 17, 1902, without a jury, Middlesex July 18
- 124 Ward Hill appl. of Deft. from judgt. of Mr. Justice Lawrence, dated July 4, 1902, without a jury, Middlesex July 21
- 125 Scoble & ors. The Secretary of State in Council of India appl. of Pittfs. from judgt. of Mr. Justice Phillimore, dated June 18, 1902, without a jury, Middlesex July 22
- 126 E. L. Browne M. C. Furtado, Surveyor of Taxes (Revenue Side) appl. of Rept. from judgt. of Mr. Justice Phillimore, dated June 20, 1902 July 22
- 127 Ival & Dear Watney, Combe Reid & Co. ld. appl. of Pittfs. from judgt. of Mr. Justice Darling, dated May 9, 1902, without a jury, Middlesex July 23
- 128 Robert L. Hunter (Suppliant) v. The King (Revenue Side) appl. of The Attorney-Gen. for the Commsrs. of Inland Revenue from judgt. of Mr. Justice Phillimore, dated June 18, 1902 July 23
- 129 Sanderson The Blyth Theatre Co. ld. and Hope appl. of Defts. Blyth Theatre Co. ld. from judgt. of Mr. Justice Grantham, dated July 9, 1902, with a special jury, Newcastle-on-Tyne July 24
- 130 Adams Coumbe appl. of Pittf. from judgt. of Mr. Justice Channell, dated June 11, 1902, without a jury, Middlesex July 25
- 131 Islington Borough Council v. The London School Board appl. of Pittfs. from judgt. of Mr. Justice Wright, dated June 11, 1902 (special case) July 25
- 132 McLean The Adamant Stone & Paving Co. ld. appl. of Pittf. from judgt. of Mr. Justice Phillimore, dated June 2, 1902, without a jury, Middlesex July 29
- 133 Roberts & anr. v. James & anr. appl. of Defts. from judgt. of Mr. Justice Walton, dated July 11, 1902, without a jury, Welshpool (Judgment in London) August 1
- 134 Greaves Lilley appl. of Deft. from judgt. of Mr. Justice Lawrence, dated Aug. 5, 1902 August 7
- 135 Hain & Sons Gilliland & Sons appl. of Defts. from judgt. of Mr. Justice Bigham, dated Aug. 6, 1902, without a jury, Middlesex August 8
- 136 In the Matter of an Arbitration between the Manchester Carriage & Tramway Co. and The Lord Mayor, &c. of the City of Manchester & ors. (Purchasing Authorities) appl. of the Purchasing Authorities from judgt. of Mr. Justice Bigham (special case), dated July 25, 1902 August 8
- 137 Edelstein Schuler & ors. appl. of Pittf. from judgt. of Mr. Justice Bigham, dated May 9, 1902, without a jury, Middlesex August 11
- 138 Dovey Elliott appl. of Deft. from judgt. of Mr. Justice Kennedy, dated Aug. 5, 1902, without a jury, Middlesex August 12
- 139 Oliver The Nantinus Steam Shipping Co. ld. appl. of Pittf. from judgt. of Mr. Justice Jelf, dated July 31, 1902, without a jury, Cardiff August 12
- 140 Cadman Ward appl. of Deft. from judgt. of Mr. Justice Jelf (in Chambers), dated July 16, 1902 August 12
- 141 The Smelting Co. of South Australia ld. v. The Greater Boulder Perseverance Gold Mining Co. ld. appl. of Defts. from judgt. of Mr. Justice Bigham, dated Aug. 1, 1902, without a jury, Middx. August 12
- 142 Rathbone Bros. & Co. v. David McAlver, Sons & Co. ld. appl. of Pittfs. from judgt. of Mr. Justice Wills, dated July 30, 1902, without a jury, Liverpool August 13
- 143 Kodak ld. Kodak ld. v. Robert Clark (Surveyor of Taxes) Revenue Side appl. of Rept. from judgt. of Mr. Justice Phillimore, dated June 19, 1902 August 14
- 144 De Bathe Waring appl. of Pittf. from judgt. of Mr. Justice Phillimore, dated Aug. 7, 1902 August 14
- 145 Lewis, Robins & Co. v. Segar appl. of Deft. from judgt. of Mr. Justice Kennedy, dated August 2, 1902, without a jury, Middlesex August 14
- 146 Glamorgan Coal Co. ld. & ors. v. The South Wales Miners' Federation & ors. appl. of Pittfs. from judgt. of Mr. Justice Bigham, dated Aug. 7, 1902, and a special jury, Middlesex August 16
- 147 In the Matter of Richard William Wolley Hafl, a Solicitor and In the Matter of the Solicitors' Act, 1888 appl. of the Solicitor from judgt. of Justices Lawrence, Darling & Phillimore, dated Aug. 8, 1902 August 20
- 148 Ilford Gas Co. Ilford Urban District Council (John Jackson, 3rd party) appl. of 3rd party from judgt. of Mr. Justice Lawrence, dated Aug. 11, 1902, without a jury, Middlesex August 22
- 149 Colwyn Bay & Colwyn Urban District Council, Appls. v. Conway Rural District Council, Resp. appl. of Appls. from judgt. of Mr. Justice Bigham, dated Aug. 4, 1902 August 22
- 150 Cardiff Channel Dry Docks Co. v. E. G. T. Agius ld. appl. of Defts. from judgt. of Mr. Justice Bucknill, dated Aug. 12, 1902 August 26
- 151 Butler Keay appl. of Deft. from judgt. of Mr. Justice Bucknill, dated Aug. 12, 1902 August 26
- 152 Thomas Hudson, Applt. v. F. W. Gribble, Surveyor of Taxes, (Revenue Side), Resp. appl. of Apprt. from judgt. of Mr. Justice Phillimore, dated June 11, 1902 August 26
- 153 Robert Bell, Applt. v. F. W. Gribble (Surveyor of Taxes), Resp. (Revenue Side) appl. of Rept. from judgt. of Mr. Justice Phillimore, dated June 19, 1902 August 26
- 154 André Blom, sued, &c. appl. of Deft. from judgt. of Mr. Justice Phillimore, dated Aug. 8, 1902, without a jury, Middlesex August 26
- 155 Kroll Henry appl. of Pittf. from judgt. of Mr. Justice Darling, dated Aug. 11, 1902, without a jury, Middlesex September 1
- 156 Duquesne & anr. v. Anglo-Oriental Carpet Manufacturing Co. ld. (Moss, 2nd party) appl. of Defts. from judgt. of Mr. Justice Phillimore, dated Aug. 8, 1902, without a jury, Middlesex September 2
- 157 London & Globe Finance Corp'n. ld. v. Bank, Monte emery and Co. & an. appl. of Pittfs. from judgt. of the Lord Chief Justice of England, dated June 18, 1902, and special jury, London September 2
- 158 Liverpool Mutual Marine Insee. Assoc. ld. v. Uzielli and Co. ld. appl. of Defts. from judgt. of Mr. Justice Wills, dated August 6, 1902, without a jury, Liverpool September 2
- 159 The Smelting Co. of Australia ld. v. The Great Boulder Perseverance Gold Mining Co. ld. appl. of Pittfs. from judgt. of Mr. Justice Bigham, dated Aug. 1, 1902, without a jury, Middlesex September 4
- 160 W. J. Haycock & Sons ld. v. Nalder appl. of Deft. from judgt. of Mr. Justice Darling, dated July 6, 1902, without a jury, Middx. September 11
- 161 Paice Jenkins appl. of Pittf. from judgt. of Mr. Justice Jelf, dated June 23, 1902, without a jury, Dagenham September 12
- 162 Forrest & Son ld. v. Sharrow's Zambesi Trust Co. ld. appl. of Pittfs. from judgt. of Mr. Justice Wills, dated July 4, 1902, without a jury, Middx. September 12
- 163 Hayward & anr. v. Leonard Dalton appl. of Deft. from judgt. of Mr. Justice Lawrence, dated Aug. 12, 1902, without a jury, Middlesex September 13
- 164 Hayward & anr. v. Helen Dalton appl. of Deft. from judgt. of Mr. Justice Lawrence, dated Aug. 12, 1902, without a jury, Middlesex September 13
- 165 Abram Coal Co. ld. v. The Great Central Ry. Co. (Railway and Canal Commission) appl. of Defts. from judgt. of Mr. Justice Wright, Sir F. Peel and Viscount Cobham, dated Aug. 5, 1902 September 13
- 166 Ackers, Whitley & Co. ld. v. The Great Central Ry. Co. (Railway & Canal Commission) appl. of Defts. from judgt. of Mr. Justice Wright, Sir F. Peel and Viscount Cobham, dated Aug. 26, 1902 September 13
- 167 Mayor, &c. of Northampton v. Ellen appl. of Pittf. from judgt. of Mr. Justice Bigham (special case), dated Aug. 4, 1902 October 2
- 168 Haydon & anr. v. Cartwright & Sons appl. of Pittfs. from judgt. of Mr. Justice Bucknill, dated July 26, 1902 October 2

From the Probate, Divorce, and Admiralty Division.

(Admiralty) 1902

FOR HEARING.

FINAL LIST.

With Nautical Assessors.

(Grand Duchesse Olga—1902—Folio 226—1901—C—1, 200 (Lives post))

(Richard Cornelius & Co. v. Owners of French Ship

or Vessel Grand Duchesse Olga (damage to cargo) appl. of Defts. from judgt. of The President, dated April 30, 1902 May 29

(Cambridge—1902—Folio 156  
The Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland v. The Great Eastern Ry. Co. (damage) appl. of the Pltffs. from judgt. of The President, dated June 17, 1902 June 25

(Cambridge—1902—Folio 158  
Same Same (damage) appl. of Defts. from judgt. of The President, dated June 17, 1902 July 21

(Cordilleras—1902—Folios 70 & 81 (Consolidated)  
William Franco Fenwick & Co. Id., Owners of Steamship Poplar v. Owners of Steamship Cordilleras (damage) appl. of Defts. from judgt. of Mr. Justice Barnes, dated June 5, 1902 June 25

**Without Nautical Assessors.  
FINAL LIST.**

1902.

(Dovries—1901—Folio 406  
The Dovries Steamship Co. Id. v. Budd & Co. appl. of Pltffs. from judgt. of the Divisional Court, dated Dec. 17, 1901 January 14

(Cayo Bonito—1902—Folios 94 & 78 (Consolidated)  
Owners of Steamship British Prince v. Owners of Steamship Cayo Bonito appl. of Defts. from judgt. of Mr. Justice Barnes, dated June 19, 1902 July 10

**From the King's Bench Division.**

**NEW TRIAL PAPER.**

1902.

Craig Harris appln. of Deft. for judgt. or new trial on appeal from verdict & judgt., dated Jan. 19, 1902, at trial before The Lord Chief Justice and a special jury, Middlesex (restored) February 7

Crawley De Nevers appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated March 17, 1902, at trial before Mr. Justice Grantham and common jury, London April 3

Musgrave Bentley appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 18, 1902, at trial before Mr. Justice Lawrence and special jury, Leeds April 8

Haley Smith & orn. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated March 22, 1902, at trial before Mr. Justice Lawrence and a special jury, Leeds April 10

Francis & orn. The Scottish Imperial Insce. Co. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated April 4, 1902, at trial before Mr. Justice Kennedy and a special jury, Cardiff April 17

Blake Hitchcock, Williams & Co. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated April 9, 1902, at trial before Mr. Justice Ridley, and a special jury, Middlesex April 18

Osier Thomas Tilling Id. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated April 16, 1902, at trial before Mr. Justice Ridley & a special jury, Middlesex April 22

Attorney-Gen. The Gas Light & Coke Co. (Revenue Side) appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated April 16, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex April 24

Sidomal S. J. Tilly & Co. appln. of Defts.

for judgt. or new trial on appl. from verdict and judgt., dated April 21, 1902, at trial before Mr. Justice Phillimore & a common jury, Middlesex April 28

10 Bull The Mayor, &c. of Shoreditch appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated Jan. 23, 1902, at trial before Mr. Justice Phillimore & a common jury, Middlesex (stay granted pending appeal) April 28

11 Ewens Watkins appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated April 14, 1902, at trial before Mr. Justice Phillimore & a common jury, Middlesex April 28

12 Wickham Chester, Broome & Griffiths—appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 15, 1902, at trial before Mr. Justice Lawrence & a special jury, Middlesex April 29

13 Stuart Freeman appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 14, 1902, at trial before Mr. Justice Ridley & a special jury, Middlesex May 3

14 Ryland Jackson appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 30, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex May 7

15 Same Brodie appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated April 30, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex (consolidated) May 7

16 Frost & anr. Solomon appln. of Pltffs. for judgt. or new trial on appl. from verdict & judgt., dated May 5, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex May 7

17 Eastey Wood appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated May 1, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex May 9

18 Lloyd Woolland Broa. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated May 3, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex May 13

19 Moeel Bros. & Co. Ll. v. The Earl & Countess of Westmoreland appln. of the Earl for judgt. or new trial on appl. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Phillimore and a common jury, Middlesex May 16

20 Goff Jones appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated May 7, 1902, at trial before Mr. Justice Phillimore & a common jury, Middlesex May 16

22 Collins Norman & anr. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Bruce and special jury, Middlesex May 16

21 Same Same appln. of Deft. Norman for judgt. or new trial on appl. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex May 20

23 Stone Brewis appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated May 2, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex May 22

24 Bailey Thurston & Co. Id. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Phillimore and a common jury, Middlesex May 22

25 Hamlyn John Houston & Co. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated May 16, 1902, at trial before Mr.

Justice Kennedy and a special jury, London May 23

26 Steeger Haldergott appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated May 16, 1902, at trial before Mr. Justice Kennedy and a common jury, Middlesex May 25

27 Holland & Sons v. Summers appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated May 7, 1902, at trial before Mr. Justice Phillimore and a common jury, Middlesex (security ordered) May 27

28 Beltram The Mayor, Aldermen & Citizens of the City of Liverpool appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated May 9, 1902, at trial before Mr. Justice Wills and a special jury, Liverpool May 29

29 Colyer & Colyer v. Willoughby appln. of Robert Dickson (Trustee in Bankruptcy, by order) for judgt. or new trial on appl. from verdict & judgt., dated May 29, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex June 5

30 Fox Hammond & Co. Id. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated May 16, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex June 9

31 Ilford Gas Co. The Ilford Urban District Council (J. Jackson, 3rd party) appln. of Defts. as against 3rd party for judgt. or new trial on appl. from verdict & judgt., dated June 8, 1902, at trial before Mr. Justice Lawrence and a special jury, Middlesex June 12

32 The Columbus Co. Id. v. Labouchere & anr. appln. of Pltffs. for judgt. or new trial on appl. from verdict & judgt., dated June 7, 1902, at trial before Mr. Justice Lawrence and a special jury, Middlesex June 14

33 Reynolds (trading, &c.) v. W. Ashby & Son Id. & J. A. Hollands appln. of Pltffs. as against W. Ashby and Son Id. for judgt. or new trial on appl. from verdict & judgt., dated June 7, 1902, at trial before Mr. Justice Lawrence and a special jury, Middlesex June 17

34 Booth's Distillery Id. v. Jacobs & anr. appln. of Deft. E. H. Jacobs for judgt. or new trial on appl. from verdict & judgt., dated June 14, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex June 17

35 Le Meessurier Van Cuylenburg appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated June 11, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex (security ordered) June 19

36 Fuller Dewing & Co. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated June 9, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex June 23

37 Coleman W. S. Jones & Sons appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated June 17, 1902, at trial before Mr. Justice Bruce and a common jury, Middlesex June 25

38 Jones Lavings' anr. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated June 16, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex June 29

39 The Mercantile Agency Co. Id. v. Croucher & anr. appln. of W. F. Croucher, a Deft., for judgt. or new trial on appl. from verdict and judgt., dated June 24, 1902, at trial before Mr. Justice Wills and a common jury, Middlesex July 1

40 Clarke The Army & Navy Co-operative Soc. Id. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated June 24,

1902, at trial before Mr. Justice Wills and a special jury, Middlesex July 5

41 Samuel Euston & Newton appln. of Lord Euston for judgt. or new trial on appl. from verdict and judgt., dated July 4, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex July 5

42 Reiner & Co. The Regents Estates Co. ld. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated June 24, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex July 7

43 Thring Lucas appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated June 19, 1902, at trial before Mr. Justice Jelf and a common jury, Middlesex July 8

44 Wright Lefever appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated July 2, 1902, at trial before Mr. Justice Walton and a common jury, Middlesex July 8

45 Escon Mac Rae & ora. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated June 30, 1902, at trial before Mr. Justice Ridley and a special jury, London July 11

46 Hodson City & West End Properties ld. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated July 3, 1902, at trial before Mr. Justice Jelf, with a jury, Middlesex July 14

47 Golubowski London & South Western Bank ld. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated July 8, 1902, at trial before Mr. Justice Wills and a special jury, Middlesex (security ordered) July 15

48 Hodgson Varlow & ora. appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated July 3, 1902, at trial before Mr. Justice Lawrence and a special jury, Lincoln July 21

49 Harris Bentley, Taylor & anr. appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated July 8, 1902, at trial before Mr. Justice Wills and a special jury, Middlesex July 22

50 Aked Dreyfus appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated July 10, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex July 29

51 Walker London United Tramways ld. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated July 15, 1902, at trial before Mr. Justice Darling and a special jury, Middlesex July 29

52 Howell Same appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated July 1, 1902, at trial before Mr. Justice Grantham and a special jury, Middlesex (time extended by leave of Court of Appeal) July 29

53 Bell & Wife Cook & Son appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated July 17, 1902, at trial before Mr. Justice Darling and a special jury, Middlesex July 30

54 Collins Cooper appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated July 17, 1902, at trial before Mr. Justice Phillimore and a special jury, Maidstone August 5

55 Garnham Haines appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated July 30, 1902, at trial before Mr. Justice Darling and a common jury, Middlesex August 6

56 Roberts & anr. The Guildford Electricity Supply Co. ld. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated July 24, 1902, at

trial before Mr. Justice Phillimore, and a special jury, Guildford August 7

57 Hallé Midgley appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated July 21, 1902, at trial before Mr. Justice Darling and a special jury, Middlesex August 8

58 Beaumont Mayor, &c. of Huddersfield appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated July 30, 1902, at trial before Mr. Justice Grantham, without a jury, Leeds August 8

59 Perpetual Investment Building Soc. v. Council of the Borough of Camberwell appln. of Pltff. for judgt. or new trial on appl. from verdict and judgt., dated July 31, 1902, at trial before Mr. Justice Darling August 8

60 Brown Bell appln. of Pltff. for judgt. or new trial on appl. from verdict & judgt., dated July 18, 1902, at trial before Mr. Justice Channell and a special jury, Nottingham August 12

61 Gladley Great Eastern Ry. Co. appln. of Defts. for judgt. or new trial on appl. from verdict and judgt., dated Aug. 4, 1902, at trial before Mr. Justice Lawrence and a special jury, Middlesex August 12

62 Hand Bullock & Swindells appln. of Deft. Bullock for judgt. or new trial on appl. from verdict and judgt., dated July 25, 1902, at trial before Mr. Justice Ridley and special jury, Chester August 14

63 John Hughes The Lord Mayor, Aldermen & Citizens of the City of Leeds appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Aug. 2, 1902, at trial before Mr. Justice Grantham and special jury, Leeds August 14

64 Williams Williams appln. of Deft. for judgt. or new trial on appl. from verdict & judgt., dated July 29, 1902, at trial before Mr. Justice Jelf and common jury, Middlesex August 19

65 Allison The Imperial and Foreign Investments Corpn. ld. appln. of Defts. for judgt. or new trial on appl. from verdict & judgt., dated Aug. 4, 1902, at trial before Mr. Justice Grantham and special jury, Leeds August 25

JUDGMENT RESERVED.

From the King's Bench Division.

INTERLOCUTORY LIST.

Read The Friendly Society of Operative Stonemasons and ora. appl. of Defts., other than R. E. Saunders, from order of The Lord Chief Justice and Justices Darling & Channell, dated May 3, 1902 (s.a.v. August 6) (Heard before The Master of the Rolls, Stirling and Cosens-Hardy, L.J.J.)

From the King's Bench Division.

INTERLOCUTORY LIST.

1902.

1 Owies Foster & Taylor (Assignee) appl. of Deft. from order of Mr. Justice Bucknill, dated May 1, 1902 part heard s.o. (pending trial of issues) May 6

2 Gerson Simpson appl. of Max Oppenheim, 3rd party, from order of Mr. Justice Jelf, dated July 17, 1902 July 30

3 Pedrette The Portland Urban District Council

appl. of Defts. from order of Mr. Justice Bucknill, dated August 1, 1902 August

4 Rex The Archbishop of Canterbury appl. of A. W. Cobham from order of The Lord Chief Justice, dated June 16, 1902 June

5 Dunlop Pneumatic Tyre Co. ld. v. Hubbard's Patent Tyre Syndicate ld. appl. of Deft. Co. from order of Mr. Justice Jelf, dated July 16, 1902 July

6 Winstanley Kendall & anr. appl. of Defts. by order of Mr. Justice Bucknill, dated Aug. 7, 1902 August

7 The Trustees of the Property of Charles Right Bankrupt v. Norton, Rose, Tom & Co. appl. of Pltff. by order of Mr. Justice Bucknill, dated Aug. 6, 1902 August

8 Tonkinson Stander & ora. appl. of Pltff. by order of Mr. Justice Bucknill, dated July 30, 1902 August

9 Oppenheimer Margoniski & by counter-claim Margoniski v. Oppenheimer & ora. appl. of Deft. in action from order of Mr. Justice Bucknill, dated Aug. 1, 1902 August

10 Attorney-Gen., on the relation of the Salisbury Rural District Council a Gen. appl. of Deft. from order of Mr. Justice Bucknill, dated August 1, 1902 August

11 Morgan, John Elias H. Davies & anr. appl. of Defts. from order of Mr. Justice Jelf, dated August 8, 1902, without a jury, Cardiff August

In re The Workmen's Compensation Act, 1897.

(FROM COUNTY COURTS.)

1901.

1 In the Matter, &c. Mary Eaton (widow), Applicant v. J. E. Eaton Esq. (Crown Side) appl. Resp. from award of County Court (Dumfriesshire, Wreath) dated Oct. 2, 1901 (restored) October 1900

2 In the Matter, &c. Martha Losh, Applicant v. Richard Evans & Co. Esqs. (Crown Side) appl. Applicant from award of County Court (Lancashire, St. Helens) dated Jan. 14, 1901 (restored June 21, 1902) January 1901

3 In the Matter, &c. Thomas Needham, Applicant v. George Lee Esq. (Crown Side) appl. Applicant from award of County Court (Durham, Hartley) dated Oct. 11, 1901 (restored to County Court) October 1900

4 In the Matter, &c. Alexander Lee Isaacson & Annie Levy Isaacson his wife, Applicants v. The Grand Clapham Junction, &c. appl. of Applicants from County Court (Middlesex, Westminster), dated Dec. 1901 (s.o. until after The Westminster County Court) January

5 In the Matter, &c. Smitthers, Applicant v. Wallis, Resp. appl. Resp. from award of County Court (Surrey, Aldenham), dated May 28, 1902 June

6 In the Matter, &c. Harrison, Applicant v. Gatherie & Son, Esqs. appl. of Resps. from County Court (Durham, Darlington), dated June 18, 1902 July

7 In the Matter, &c. Wagstaff, Applicant v. Parks & Son, Esqs. & ora.

of Respts. (as against 3rd Party) from award of County Court (Derbyshire, Derby and Long Eaton), dated June 19, 1902 July 19	of Applicant from award of County Court (Lancashire, Liverpool), dated July 10, 1902 July 31	14 { In the Matter, &c. Barr, Applicant v. W. Whiteley M., Respts. appl. of Applicant from award of County Court (Middlesex, Marylebone) dated Aug. 7, 1902 August 27
1 { In the Matter, &c. Manson, Applicant v. Nicklen, Respt. appl. of Respt. from award of County Court (Dorsetshire, Wimborne), dated July 4, 1902 July 28	11 { In the Matter, &c. John Plant, Applicant v. The Oldnall Colliery Co., Respts. appl. of Applicant from award of County Court (Worcestershire, Stourbridge), dated July 14, 1902 August 6	15 { In the Matter, &c. William Barklam (an infant of John Barklam, his father and next friend), Applicant v. The Rotherwood Iron & Steel Co. Ld., Respts. appl. of Respts. from award of County Court (Yorkshire, Rotherham), dated Sept. 16, 1902 September 16
2 { In the Matter, &c. John Bees, Applicant v. The Penrheber Navigation Colliery Co. Ld., Respts. appl. of Applicant from award of County Court (Glamorganshire, Mountain Ash), dated July 7, 1902 July 28	12 { In the Matter, &c. H. J. Brick, Applicant v. Thomas Wells, Respt. appl. of Respt. from award of County Court (Gloucestershire, Gloucester), dated July 22, 1902 August 11	16 { In the Matter, &c. Smith, Applicant v. Northampton Colliery Co. Ld., Respts. appl. of Applicant from award of County Court Judge (Derbyshire, Aldersley), dated September 22, 1902 October 19
3 { In the Matter, &c. Robert Flynn, Applicant v. Pimbo Lane Co., Brick and Tile Co., Respts. appl.	13 { In the Matter, &c. Atkinson, Applicant v. Lamb, Respt. appl. of Respt. from award of County Court (Yorkshire, Todmorden), dated Aug 1, 1902 August 18	

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to October 15th, 1902.

SUMMARY OF APPEALS.

	General List.	Interlocutory.	Total.
1. From the Chancery Division .. .. .	115	6	121
2. From the Probate and Divorce Division .. .. .	4	—	4
3. From the Probate and Divorce Division (New Trial) .. .. .	1	—	1
	Final.		
4. From the County Palatine Court of Lancaster .. .. .	5	—	5
5. From the King's Bench Division .. .. .	168	11	179
6. From the Probate, Divorce and Admiralty Division (Admiralty) .. .. .	6	—	6
7. From the King's Bench Division Sitting in Bankruptcy .. .. .	5	—	5
8. New Trial Paper .. .. .	65	—	65
9. { In re The Workmen's Compensation Act } { From County Court } .. .. .	16	—	16
Totals .. .. .	385	17	402

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1902.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Michaelmas Sittings Paper.

- 1. JUSTICE KREKWIOW will take his Business as announced in the Michaelmas Sittings Paper.
- 2. JUSTICE BYRNE will take his Business as announced in the Michaelmas Sittings Paper. Companies (Winding Up) Business will be taken by Mr. Justice BYRNE on Tuesdays during the Sittings.
- 3. JUSTICE FARWELL.—Except when other Business is advertised in the Daily Cause List, Mr. Justice FARWELL will take Actions with Witnesses daily throughout the Sittings.
- 4. JUSTICE BUCKLEY.—Except when other Business is in the Daily Cause List, Mr. Justice BUCKLEY will sit for the disposal of His Lordship's Witness List daily throughout the Sittings, to the exclusion of other business.
- 5. Mr. JUSTICE JOYCE.—Except when other Business is announced in the Daily Cause List, Mr. Justice JOYCE will take Actions with Witnesses daily throughout the Sittings.
- 6. JUSTICE SWINFEN EADY will take his Business as announced in the Michaelmas Sittings Paper. Mr. Justice SWINFEN EADY will take Liverpool and Manchester Business as follows:—

- 1. Motions, Short Causes, Petitions and Adjourned Summonses on every other Saturday, commencing with Saturday, November 1st.
- 2. Summonses in Chambers will be taken on every other Saturday, commencing with Saturday, November 1st.

*Summonses before the Judge in Chambers.*—Justices KEKEWICH, BYRNE, and SWINFEN EADY will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

*Summonses Adjourned into Court* will be taken as follows:—Mr. Justice KEKEWICH, as stated in the Daily Cause List; Mr. Justice BYRNE, with Non-Witness Actions; Mr. Justice SWINFEN EADY, with Non-Witness Actions.

**SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.**

During the Michaelmas Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice KEKEWICH will take his retained Witness List and any other Cases with Witnesses which it is convenient for Mr. Justice KEKEWICH to try on days to be announced in the Daily Cause List.

Mr. Justice BYRNE will take his retained Witness Action as announced above.

Mr. Justice FARWELL will take his Witness Actions as announced above.

Mr. Justice BUCKLEY will take his Witness Actions as announced above.

Mr. Justice JOYCE will take his Witness Actions as announced above.

Mr. Justice SWINFEN EADY will take his retained Witness Actions on days to be announced in the Daily Cause List.

**CHANCERY CAUSES FOR TRIAL OR HEARING, set down to October 15th, 1902.**

**Before Mr. Justice KEKEWICH.**

*Retained by Order.*

**ACTIONS FOR TRIAL**

*(With Witnesses.)*

- Nightingale Reynolds action pt. hd.
- Alcott Lefroy action
- Harwood Oynes action pt. hd. (s.o. generally)
- Jervoise Loni Pembroke action
- 5 Pearce Whitaker W right action
- Anderson Tarbutt & Quantin action
- The Millon & Askam Hematite Iron Co. ld. v. Harrison, Ainslie & Co. ld. action
- Atkinson Haveron action
- Good Victoria Vegetarian Restaurant action (not before Dec. 1)
- In re Beachey Beachey action & motn. for judgt.
- Heaton Dutton action & notice dated July 25, 1902
- 2 Dutton

**CAUSES FOR TRIAL**

*(Without Witnesses.)*

- In re The Companies' Acts, 1862 to 1900 and In re The Anglo-Dutch Exploration Co. ld. motion entered in Non-Witness List.
- 2 Leveritt Rydell motn. for judgt.

**ADJOURNED SUMMONSES.**

- In re Gardner
- Earle Edwards adjd. sumns. with witnesses
- In re Hancocks
- Hancocks Hancocks adjd. sumns.
- In re Dieseldorff
- Dieseldorff Sharp adjd. sumns.
- In re H. C. Smith
- Jones Smith adjd. sumns.
- 5 In re Mansing's Patent, &c. adjd. sumns.
- In re Roberts
- In re Gates
- Roberts Gates adjd. sumns.
- In re Scriven & Settled Land Acts adjd. sumns.
- In re Ashton's Settled Estates & Settled Land Acts adjd. sumns.
- In re Castley
- Castley Jones adjd. sumns.
- 10 In re Mullen
- Mullen Mullen adjd. sumns.
- In re Harris
- Smart Harris adjd. sumns.
- In re Plews & Samuel and V. & P. Act, 1874 adjd. sumns.
- In re Roberts
- Roberts Lax adjd. sumns.
- In re No. 5, Park Street, Plymouth, &c. adjd. sumns.

- 15 In re Harris
- Smart Harris adjd. sumns.
- In re Skinner
- Cook Skinner adjd. sumns.
- In re Booth & Settled Land Acts, 1862 to 1890 adjd. sumns.
- In re Jackson
- Beckwith Jackson adjd. sumns.
- In re Hubbard
- Southern Hubbard adjd. sumns.
- 20 In re Sharp
- Welsh Sharp adjd. sumns.
- In re McConnell
- Bannister McConnell adjd. sumns.
- In re Roberts
- Roberts Roberts adjd. sumns.
- In re Marston
- Toynbee American Board, &c. adjd. sumns.
- Bethell Savill adjd. sumns.
- 25 In re Jackson
- Jobson Story adjd. sumns.

**FURTHER CONSIDERATIONS.**

- Duke Duke fur. con. adjd. from Chambers
- Martin Winby fur. con.
- 3 In re Heaps
- Heaps Heaps fur. con. & sumns. to vary

**Before Mr. Justice BYRNE.**

*Retained by Order.*

**CAUSE FOR TRIAL**

*(With Witnesses.)*

- 1 In re Gray
- Gray Gray action pt. hd. (s.o.)

**CAUSE FOR TRIAL**

*(Without Witnesses and Adjourned Summonses.)*

- The Eaton Saxon Brewery Co.
- 1 Dalby The Company
- Dale The Company motn. for judgt. (s.o. until further order)
- In re Webb
- Edes Calthorpe & ors. adjd. sumns.
- 2 In re Wood
- 3 Maber & anr. Nichols adjd. sumns.
- In re Cobbold's Estate
- 4 Cobbold Lawton adjd. sumns.
- In re Phillips, dec.
- 5 In re Phillips, dec.
- Bristowe Bromwich adjd. sumns.
- 6 In re Knott
- Roberts Howard adjd. sumns.
- 7 In re Beckham's Estates
- Young Beckham adjd. sumns.

- In re Burgess' Settlement
- Burgess Moon & anr. adjd. sumns.
- 8 In re Stone
- Townsend Lowe adjd. sumns.
- 9 In re Clapham's Settlement
- 10 Langford Jones Perry adjd. sumns.
- In re Hooper, dec.
- 11 Hooper Warner adjd. sumns.
- 12 In re Hammond Spencer's Settled Estates adjd. sumns.
- In re Marchioness of Thomond
- 13 Stuclely Kekewich adjd. sumns.
- In re Wilkinson
- 14 Warburton & ors. v. Northend & ors. (restored) adjd. sumns.
- In re Bayly's Settlement
- 15 Abbott Bayly adjd. sumns.
- In re Topham
- 16 Allen Smith adjd. sumns.
- In re Geo
- 17 In re Homer
- Davis Davis adjd. sumns.
- 18 In re Levett, dec.
- Farker Levett adjd. sumns.
- 19 In re Waterhouse & Druce's Contract & V. & P. Act, 1874 adjd. sumns.
- In re Veon
- 20 Lindon Ingram adjd. sumns.
- In re Small
- 21 Wild Small & ors. adjd. sumns.
- In re A. C. Rendle's Settlement
- 22 Bolder Rendle and anr. adjd. sumns.
- In re Pyne
- 23 Lilley Attorney-Gen. adjd. sumns.
- In re W. Byland, dec.
- 24 Roper Byland adjd. sumns.
- In re Hill's Settled Trusts & In re C. A. Hill
- 25 Maister Tempier adjd. sumns.
- In re B. Macquire, dec.
- 26 Newman Macquire adjd. sumns.
- In re David Roberts, dec.
- 27 Powell Roberts adjd. sumns.
- In re Brown
- 28 Gilbert George adjd. sumns.
- In re Kent
- 29 Kent Kent adjd. sumns.
- In re Pigeon
- 30 Surgey Pigeon adjd. sumns.
- In re S. F. A. Roe, Bart.
- 31 Thomas Pollock adjd. sumns.
- In re Wedekind
- 32 Moreeby Wedekind adjd. sumns.
- In re Cox's Estate
- 33 Burman Tookay adjd. sumns.
- 34 Nicholas Ridley point of law (set down by order)
- In re Smith
- 35 Wilkins Smith adjd. sumns.
- In re Thornley & Hawkins' Contract adjd. sumns.
- 36 In re Salmon
- 37 Salmon Salmon adjd. sumns.
- 38 Wickenden & ors. v. The Willoughby Destructive Syndicate & ors. adjd. sumns.
- 39 Nelson & Co. Gali adjd. sumns.
- 40 In re Armitage
- Will on Nettleton adjd. sumns.
- 41 In re Lynn, dec.
- Ean lali Wilson adjd. sumns.

- 42 In re Merrill & Burt's Contract & Vendor & Purchasers' Act, 1874 adjd. summa.
- 43 In re Phillips, dec.
- 44 In re Lewis, dec.
- 45 In re Settled Land Act, 1882 to 1890 Jones Jenkins adjd. summa.
- 46 In re Garner Garner adjd. summa.
- 47 Salmon Brindley, dec.
- 48 Harrison Brindley adjd. summa.
- 49 In re Smythies Smythies adjd. summa.
- 50 Weyman Coaks adjd. summa.
- 51 Goshk Rowe adjd. summa.
- 52 In re Thomas Rowe, dec.
- 53 Jago Rowe adjd. summa.
- 54 In re Lehner's appln. for the Registration of a Trade Mark, No. 237,987, and In re Opposition No. 3,315 by Frith, Sands & Co. and In re Patents, Designs & Trade Marks Act, 1883 to 1888 motion (by order)
- 55 In re Barlow's Contract & V. & P. Act, 1874 adjd. summa.
- 56 In re G. M. Harvey, dec.
- 57 Harvey Harvey adjd. summa.
- 58 Miscellaneous Securities Co. v. Norton adjd. summa.
- 59 In re Thompson Thompson adjd. summa.
- 60 In re Armstrong, dec.
- 61 Baise Scott adjd. summa.
- 62 In re Haven Pole adjd. summa.
- 63 In re Wall & Settled Land Acts (Tucker)
- 64 In re Hay, dec.
- 65 Kerr Pearson adjd. summa.
- 66 Glamorgan Navigation Co. ld. v. Nixon's Navigation Co. ld. adjd. summa.
- 67 Hallett Musgrave adjd. summa.
- 68 In re Gibson Gibson adjd. summa.

COMPANIES (Winding up).

PETITIONS.

- 1 Schofield, Hagerup & Doughty ld. (petn. of H. Furber—s.o. from Aug. 5 to Oct. 28)
- 2 Jewel Development Syndicate ld. (petn. of Bartle C. A. Frere, Bart., and ors.—s.o. from Aug. 30 to Oct. 28)
- 3 National Guardian Assoc. Co. ld. (petn. of S. A. Bradley and ors.—s.o. for evidence, Sep. 2)
- 4 Incandescent Trust ld. (petn. of Winifred Muddler—s.o. from Oct. 1 to Oct. 28)
- 5 Forrest & Son ld. (petn. of Sharrer's Zambesi Traffic Co. ld.—s.o. pending appeal, Sep. 17)
- 6 British Power Traction & Lighting Co. ld. (petn. of L. Haunen—s.o. from Sep. 24 to Nov. 18)
- 7 Services ld. (petn. of F. H. Armstrong & anr. (s.o. until after trial of action, Oct. 15)

- 8 Montefiore Loan Co. ld. (petn. of North London Finance Co. ld. and its Liquidator)
- 9 Electric Lamp Regenerating Co. ld. (petn. of Thomas Dott)
- 10 Ynamer Navigation Collieries ld. (petn. of Craven and Speeding Broc.)
- 11 Gray's Paper Works ld. (petn. of Associated Portland Cement Manufacturers, 1900, ld.)
- 12 Harris Rifle Magazine ld. (petn. of W. P. Thompson & Co.)
- 13 Investors' & Contract Agency ld. (petn. of O. Gurlitt)
- 14 Electromotion Corp'n. ld. (petn. of E. N. B. Donisthorpe and anr.)
- 15 Viella Copper Co. ld. (petn. of C. R. Parker)
- 16 English Canadian Co. ld. (petn. of W. E. Pearson)
- 17 New Burlington Trow Laundry Co. ld. (petn. of A. J. Keutiah)
- 18 Lemercier, Johnston & Co. ld. (petn. of H. A. Trower)
- 19 Shillito Steamship Co. ld. (petn. of W. A. St. A. Angove)
- 20 Woodruff Steamship Co. ld. (same)
- 21 Pen-y-lan Steamship Co. ld. (same)
- 22 Cornua Waterworks Co. ld. (petn. of F. J. Knight)
- 23 Electric Lighting Boards (British Manufacturing Co.) ld. (petn. of De Grelle Handret & Co. & ors.)

- 24 Tudor Hotel Co. ld. (petn. of H. L. Savory & Co.)
- 25 Caledonian Engineering Co. ld. (petn. of W. Monington)
- 26 Shepherd & Co. ld. (petn. of John Robertson & Son l.t.)
- 27 The Investment Trust ld. (petn. of Isidore Wylor)
- 28 Cambrian Coke Co. ld. (petn. of Company)
- 29 Calvecol Co. ld. (Bergshell & Young)

PETITION (to sanction Scheme of Arrangement) under Joint Stock Companies' Arrangement Act, 1870.

- 1 Cooper, Cooper & Johnson ld. (petn. of Company & its Liquidator—s.o. from Oct. 8 to Oct. 28)

MOTION.

- 1 House & Co. ld. (for leave to issue writ of attachment)

COURT SUMMONSES.

- 1 United African Lands ld. (for declaration as to shares held by H. A. Grosskopf)
- 2 Acme Insurance Co. ld. (for balance order—St. Croix case)
- 3 Edward J. Stout ld. (on claim of Woodroffe)
- 4 W. W. Duncan & Co. ld. (for discovery)
- 5 Mercantile Lighterage Co. ld. (for removal of Liquidator—witnesses)
- 6 Hiram Maxim Lamp Co. ld. (for balance order—witnesses)

Before Mr. Justice FARWELL.

Retained by Order.

MOTIONS.

- Jones Gray
- Grey Jones
- In re Bonstead Bonstead
- Myllins Law Accident Insc. Soc. ld. v. General Accident Insc. Corp'n. ld.
- Weld Blundell Wolseley
- 6. Crusoe Markes

PETITION.

- 1 Rhyemney Iron Co. and Rhyemney & Aber Valleys Gas and Water Co.

ADJOURNED SUMMONSES.

- Levy Stogden
- In re Roper Roper
- 3 In re Work Work
- Tate

CAUSES FOR TRIAL.

(With Witnesses.)

- Othen International Tea Co.'s Stores ld. action (s.o. till pleadings delivered, Lockett action without pleadings)
- North Smees action
- Hope Keawick action
- Allan Same action
- 5 Anderson Same action
- Arkle Same action
- Annlson Same action
- W. Appleby Same action
- J. T. Appleby Same action
- 10 E. B. Atkinson Same action
- G. A. Atkinson Same action
- W. Atkinson Same action
- Austin Same action
- Banks Same action
- 15 Barnard Same action
- Beale Same action
- Beckingham Same action
- Bell Same action
- Binks Same action

- 20 Brewis Same action
- Burn Keawick action
- Caldwell Same action
- Campbell Same action
- 25 Catchside Same action
- Carr Same action
- Cesari Same action
- Clemmons Same action
- Cloose Same action
- Codling Same action
- 30 Crough Same action
- Crawford Same action
- C. B. Crowe Same action
- E. F. Crowe Same action
- Curley Same action
- 35 Dain Same action
- J. D. Dixon Same action
- K. M. Dixon Same action
- Dodds Same action
- Dunford Same action
- 40 Dunmore Same action
- B. Eeles Same action
- H. Eeles Same action
- Kilmalle Same action
- Ellis Same action
- 45 Elliott Same action
- Farmer Same action
- Featherstonhaugh v. Same action
- W. F. Fenwick v. Same action
- G. B. Fenwick Same action
- 50 R. C. Fenwick Same action
- J. Fenwick Same action
- Findlay Same action
- Fisher Same action
- A. C. Fletcher Same action
- 55 J. R. Fletcher Same action
- Foster Same action
- Gill Same action
- Gilchrist Same action
- 60 Glenton Same action
- Green Same action
- G. Grey Same action
- J. Grey Same action
- Gulstan Same action
- Hensell Same action
- 65 Holmes Same action
- Howett Same action
- J. Hunter Same action
- J. Hunter Same action
- E. Hunter Same action
- 70 Hutton Same action
- Hadley Same action
- Hall Same action
- Hannay Same action
- Hare Same action
- 75 Harrison Same action
- Harper Same action
- Hasall Same action
- J. W. Henderson v. Same action
- H. M. Henderson v. Same action
- 80 Jobson Same action
- Ireland Same action
- King Same action
- Kinnear Same action
- C. Liddell Same action
- 85 A. S. Liddell Same action
- Lambton Same action
- Macfarlane Same action
- Machill Same action
- Martin Same action
- 90 Mendelson Same action
- Middlemas Same action
- Meston Same action
- Milburn Same action
- Miller Same action
- 95 A. Miller Same action
- H. Miller Same action
- H. R. Miller Same action
- Mitton Same action
- Morgan Same action
- 100 S. Morrison Same action
- M. Morrison Same action
- Mott Same action
- Mountain Same action
- Muir Same action
- 105 Murray Same action
- Noble Same action
- Patterson Same action
- Percy Same action
- G. P. Pitts Same action
- 110 E. Potts Same action
- Fyburn Same action
- Fybeson Same action
- Ramsay Same action
- Rayne Same action
- 115 Reid Same action
- Reidpath Same action
- Richardson Same action
- Ripley, M. Same action
- Ripley, R. Same action

120 Ridout, A. G. Same action  
 Ridland Same action  
 Ridout, G. Same action  
 Robert-on Same action  
 Robins Same action  
 125 Rowell Same action  
 Roy Same action  
 Russell Same action  
 Rycroft, T. A. Same action  
 Rycroft, A. Same action  
 130 Rinnaird Same action  
 R. Smith Same action  
 W. Smith Same action  
 T. Smith Same action  
 Snowball, A. T. v. Same action  
 126 Snowball, G. L. v. Same action  
 Stewart Same action  
 Strachan Same action  
 Swinney Same action  
 Sykes Same action  
 140 Taylor Same action  
 Thompson Same action  
 J. W. Thompson v. Same action  
 G. Thompson Same action  
 Turnbull Same action  
 145 Savage Same action  
 Sclater Same action  
 W. M. Scott Same action  
 J. D. Scott Same action  
 Sison Same action  
 150 Smart Same action  
 W. Smith Same action  
 W. H. Smith Same action  
 Valentine Same action  
 Vickers Same action  
 155 Watt Same action  
 Wallace Same action  
 Waucke Same action  
 Weston Same action  
 Weddell Same action  
 160 A. F. C. Wilson Same action  
 T. F. Wilson Same action  
 C. G. Young Same action  
 G. Young Same action  
 Dinning Same action

165 Critchley Captains action (not before Nov. 4)  
 Bourne Swan & Edgar ld. action & motn. to rectify  
 Gordon Boss action  
 Steppney R. Thomas & Co. ld. action  
 Martin Good action  
 170 Harding Cox Pearson action  
 Pickles Sutcliffe action  
 Smart London & Provincial Bank ld. action counter-claim & motn. for judgt.  
 London & Northern Bank ld. v. Bowden action and motn. for judgt.  
 {In re Seabrook Hollombey Seabrook action  
 175 Conservators of the River Thames v. Dennis action  
 Prosser Prosser action (pleadings to be delivered)  
 Ripley Griffiths action (Liverpool D.R.)  
 Ball Falmer action  
 {In re Pratt Pratt adjt. sumns. ordered to come on in Witness List  
 180 Mutter Helmore action (pleadings to be delivered)  
 Ashton & Co. ld. v. Emanuel action  
 Emee-Thomas Housnell action  
 Northfleet Coal & Ballast Co. ld. v. Ekman Pulp and Paper Co. ld. action  
 {In re Lawton Lawton adjt. sumns. to come on as Witness action  
 185 Ingoldby Ingoldby action  
 Dale, Reynolds & Co. v. Trade Papers, &c. Co. ld. action (pleadings to be delivered)  
 Douglas Workington & District Liberal Club ld. action  
 The Topical Times Co. ld. v. The Mirror of Life Co. ld. action  
 Graves Carruthers action  
 190 Alcock's Trustees v. Smith action

Before Mr. Justice BUCKLEY.

CAUSES FOR TRIAL.

(With Witnesses.)

1 Ackerman Smallpiece action (s.o.)

{In re Brown Brown action (s.o. till after Probate Action disposed of)  
 3 Adler Joel action (stayed till 10 days after return of commission)  
 4 Sach Cottrell action (stayed until return of commission)  
 5 Grey Hans action  
 6 Carr Anderson & anr. action  
 7 Everitt Eveson action  
 8 The Attorney-Gen. & Bray v. The Mayor, Burgesses of the Borough of Hastings action  
 9 Tomlinson Fletcher action  
 10 Shadforth & ora. v. Brydon action  
 11 Alexander & anr. v. Alexander & ora. action  
 12 Boyce Paddington Borough Council action  
 13 Worcester Royal Porcelain Co. ld. v. James Hadley and Sons ld. action  
 14 The Duke of Northumberland v. Anderson & ora. action  
 15 The Attorney-Gen. v. The Ashborne Recreation Ground action  
 16 Parkins Automatics, &c. Co. & anr. action  
 17 Angier Marshall action  
 18 King Harris & Chate & Marshall action  
 19 King Harris & Chate ld. action  
 20 Raggett & ora. Raggett action  
 21 Gould J. Crompton action  
 22 Bradshaw Bradshaw action  
 23 Forde McCarthy action  
 24 Tussaud Stiff action  
 25 Martyn Smith action  
 26 Storey Shipton action  
 27 In the Matter of G. J. Fowler, a Solr. motion (set down by order, June 27, 1902)  
 28 Watt Arkell action  
 29 Nickalls Moore action  
 30 The Webb Lamp Co. ld. v. The Health Filter Co. ld. action  
 31 Harding Yetts action  
 32 Clarke Williams action  
 33 Bouth & ora. Gabriel & ora. action  
 34 Fursion Liverton action  
 35 Wheatley & Bates ld. v. Barritt action  
 36 In re The Companies Acts, 1862 to 1890, and In re The Anglo-Dutch Exploration Co. ld. (expte. Ellis) motion (in Witness List, by order)  
 37 {In re Manfield Masch & ora. Manfield & ora. action  
 {Basch & ora. action  
 38 {In re E. A. Lancaster, dec.  
 {Lancaster & anr. v. Hill & anr. action  
 39 The Northallerton Urban District Council v. J. S. Barwick action  
 40 {In re H. Petch, dec.  
 {Petch Mallet action (s.o.)  
 41 {Marshalls ld. Mason, Wright & Co. & Lewis & Burrows ld. action  
 42 {Marshalls ld. Lynch & Co. ld. action  
 43 Sutcliffe Abbott action  
 44 J. Crossfield & Sons ld. v. The Manchester Ship Canal Co. action  
 45 A. O. R. Gery The Regents Estates Co. ld. action  
 46 Bath The Standard Land Co. ld. action  
 47 Foot James in action  
 48 The British Thompson Houston Co. ld. v. The Mayor, &c. of the City of Manchester action  
 49 Gay Fox & ora. action (and adjt. sumns. pt. hd.) to come on with this (by order)  
 50 Fleming Shaw action  
 51 Foster Burney action  
 52 Buttmore & anr. v. The Woolwich Equitable Building Soc. action  
 53 Lee v. Aylesbury Urban District Council motion with Witnesses (by order)  
 54 Lord Poltimore v. Oxenden action  
 55 Wright & Green v. Rausom, Julins & Co. action  
 56 Jaeger Mansions Consolidated ld. action  
 57 Rawlinson Rawlinson & ora. action  
 58 Barlow Harber action  
 59 Reynolds Herbert Smith & Co. action  
 60 Hallam Frewen & anr. action  
 61 Jansen & anr. Marshall & anr. action  
 62 Kose v. George Dennis Martin and Perry & Co. action without pleadings  
 63 H. Arkell The Mount Stuart Ship Building, Graving Dock and Engineering Co. ld. (Cardiff D.R.) action  
 64 King & Wilkins v. Barber & Pryer action  
 65 Wetherley West action  
 66 Piers Read & anr. action (transferred from K.B. Div.)  
 67 Brown Co-Operative Wholesale Soc. ld. action  
 68 The Carl Rosa Opera Co. ld. v. Walther action  
 69 Mercier Mercier action  
 70 The Trustee of the property of H. Wheatley, a

bankrupt v. T. Driscoll & anr. action  
 71 Garton, Pragnell action

Before Mr. Justice JOYR.

Retained by Order.

MOTIONS.

Singer Manufacturing Co. v. The British Esplanade Manufacturing Co.  
 Hemsley & ora. Annett & Arbitration Act, 1879  
 3 Smith Queen Anne's Chambers

PETITION.

1. In re Frost, dec.

ADJOURNED SUMMONSES.

{In re Roberts Roberts  
 {Perceval Roberts  
 {In re Stimson Orman  
 {Dennison Orman  
 {In re Fitzgerald Fitzg-rald  
 {Surman Thompson and motion  
 {Brocklebank Thompson and motion  
 5 {In re The Barrow-in-Furness Tramways Co.  
 {Richardson The Barrow-in-Furness Tramways Co.  
 Pender Pender  
 {In re Pender's Trusts Pender  
 {In re Hughes' Trusts Hughes and Petition  
 {Collett Hughes and Petition  
 {In re Dewhurst Dewhurst  
 {Bastable Marsh and Petition  
 9 Fletcher Marsh and Petition

FURTHER CONSIDERATION.

1 Luscombe Elliott

CAUSES FOR TRIAL.

(With Witnesses.)

Wilson United Alkali Co. ld. action (set before Dec. 3)  
 Mappin Bros. Liberty & Co. action pt. hd.  
 Attorney-Gen. Birmingham, Tame & Reservoir Drainage Board action (Barrow sittings, 1903)  
 {In re New New action  
 5 {New Wagra Karur Diamond Syndicate ld. v. Miller action  
 {Piet G. Pullman & Sons ld. action  
 {Brocklebank Thompson action & counter-claim (not until 7 days after procedure sumns. disposed of)  
 Free The County of Surrey Electrical Power, &c. Co. ld. action  
 Howard Baxter action  
 10 {McDougall Barrett action  
 {Weingarten Bros. v. C. Bayer & Co. action  
 {Bolland Smiles action  
 {The Capital & Counties Bank ld. v. Wright (1901-C.-600) action  
 Same Same (1901-C.-615) action  
 15 Same Same (1901-C.-2,477) action  
 Leigh Essex, Southey & Co. ld. action  
 Northey Sevenoaks Water Co. action  
 {In re Seavers Seavers action  
 {Seavers Seavers action  
 Nottingham Joint Stock Bank ld. v. Munn action  
 20 Thrupp White action  
 Friary Holroyd & Healy's Breweries ld. v. (then action  
 D. A. Fyfe & Co. ld. v. Roberts action  
 Wheatley & Bates ld. v. Vevers action  
 {In re Scorgie Riley action  
 {Scorgie Riley action  
 25 {Bridge Lister action  
 {Lees Harpur action  
 {Dunman, Gilmour & Co. ld. v. Eaton action without pleadings

	Sturgeon Falls Pulp Co. ld. v. Edward Lloyd action (pleadings to be delivered)
	Peets Temple action
26	Mac Rae Graham action
	In re The Halifax Breweries ld.
	Toye Halifax Breweries ld. action
	Clark Chambers action
	Lathbury Wykeham action
	Watney, Combe, Held & Co. ld. v. Fryer action
25	Peppin Yelverton action
	Giesl Squibbs action
	Ogdens ld. John Young & Sons ld. action
	Leyman Hesse Urban District Council action
	In re Mendham
	Tillett Mendham action
40	Levi Marrian action
	Brodie Evans action
	The Ess Ess Publishing Co. v. Huntley Gordon action
	Watson McAllum & White action
	Jay Wilson action
	Woodham Ferdinando action
46	Young Ashley Gardens Properties ld. action

CAUSES FOR TRIAL.

(Without Witnesses and Adjourned Summonses.)

	In re Robinson	Burrill adjd. sumns.
	Burrill	Burrill adjd. sumns.
	In re Cozens	
	Miles	Wilson adjd. sumns.
	In re Locke	
	Locke	Locke adjd. sumns.
	In re J. Ellis (one, &c.) taxation	adjd. sumns.
5	Brand	Sandground adjd. sumns.
	In re Wright, &c.	
	In re The Settled Land Act, 1882 to 1890	
	(Goldanek	Wright adjd. sumns.
	In re Little	
	Fisher	Little adjd. sumns.
	In re Brook	
	Taylor	Brook adjd. sumns.
	In re Keating	
	Baker	Wood adjd. sumns.
10	In re Merryweather	Smith adjd. sumns.
	Merryweather	
	In re Tolson	
	Tolson	Blackburn adjd. sumns.
	Southby	Southby adjd. sumns.
	In re Gower	
	Breckon	Scott adjd. sumns.
	In re Allan	
	Havelock	Havelock Allan adjd. sumns.
18	In re Treweeke	Glasson adjd. sumns.
	Stephens	
	In re Simpson	Lockhart adjd. sumns.
	Lockhart	
	In re The Midland Assoc. of Glass Flint Manufacturers	
	Stuart	Webb adjd. sumns.
	Capital & Counties Bank ld. v. Week End Publishing Co. ld. action	

	In re Emson	
	Kershaw	Headly adjd. sumns.
	In re Killick	
20	Killick	Dendy adjd. sumns.
	In re Stobbart	
	Barron	Stobbart adjd. sumns.
	In re Hodgson	
	Scott	Hodgson adjd. sumns.
	Hubbard	Baron Addington adjd. sumns.
	In re Tomkins	
	Furley	Turner adjd. sumns.
25	In re Wodehouse	
	Wodehouse	Wodehouse adjd. sumns.
	In re Dean	
	Goodwin	Brooklehurst adjd. sumns.
	In re Champney	
	Walker	Walker adjd. sumns.
	In re Lumley & Lumley, solrs., &c.	adjd. sumns. (delivery up of papers, &c.)
	In re Hammersley	
	Hoasman	Hammersley adjd. sumns.
30	In re Steel	
	Wappett	Robinson adjd. sumns.
	In re Jones	
	Livingstone	Jones adjd. sumns.
	Paget	Grosvenor adjd. sumns.
	In re Sabow, infants	adjd. sumns.
	Owers	Davis motn. for judgt. (short)
35	In re Keek's Settled Estates	adjd. sumns.
	In re Grist	
	Baggott	Grist adjd. sumns.
	In re Fuller	
	Greene	Fuller adjd. sumns.
	In re Atcheson	
	Wood	Ettrick adjd. sumns.
	In re Manners	
	Manners	Soward adjd. sumns.
	In re Webster	
	Webster	Webster adjd. sumns.
41	In re Sidney	
	Sidney	Sidney action

Before Mr. Justice SWINFEN EADY.

Retained by Order.

	In re Fowler	
	Savers	Jennings adjd. sumns. entered in Witness List, by order
2	Quilter	Wedd action with witnesses

SUMMARY OF CHANCERY CAUSE LIST.

1.—Mr. Justice KEKEWICZ— <i>Witness Actions</i>	.. .. .	11
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		— 41
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		— 60
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Adjourned Summonses	.. .. .	3
Motions	.. .. .	6
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4.—Mr. Justice BUCKLEY— <i>Witness Actions</i>	.. .. .	71
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Adjourned Summonses	.. .. .	9
Further Consideration	.. .. .	1
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		— 60
6.—Mr. Justice SWINFEN EADY— <i>Witness Actions</i>	.. .. .	2
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## HIGH COURT OF JUSTICE.

## KING'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1902.

DATES.	LORD CHIEF JUSTICE.	WILLS J.	GRANTHAM J.	LAWRANCE J.	WRIGHT J.	BRUCE J.	KENNEDY J.	RIDLEY J.
1902.								
OCTOBER . . . 24	Divisional Court	Divisional Court	..	..	Bankruptcy	..	..	..
" . . . 25	"	"	South Eastern Circuit	"	Western Circuit	"	"	"
" . . . 27	"	"	"	Nisi Prius	"	Nisi Prius	Commercial List	Nisi Prius
NOVEMBER . . . 3	"	"	"	"	"	"	"	"
" . . . 6	"	"	"	"	"	"	"	"
" . . . 10	Midland Circuit	Nisi Prius	"	"	"	"	"	"
" . . . 17	"	"	"	"	"	"	"	"
DECEMBER . . . 1	"	"	"	"	"	"	"	"
" . . . 2	"	"	"	"	"	"	North Eastern Circuit	"
" . . . 3	"	"	"	"	"	"	"	"
" . . . 6	"	"	"	"	End Nisi Prius	"	"	"
" . . . 8	"	"	"	"	Bankruptcy and Railway and Canal Commission	"	"	"
" . . . 10	"	"	End Nisi Prius	"	"	"	"	"
" . . . 12	"	"	"	"	"	"	"	"
" . . . 13	"	"	"	"	"	"	"	"
" . . . 16	"	"	"	"	"	"	"	"
" . . . 20	End	"	"	"	"	"	End	"

Two of His Majesty's Judges, yet to be selected, will attend the November and December Sessions of the Central Criminal Court.

## HIGH COURT OF JUSTICE.

## KING'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1902.

## CROWN PAPER.

## FOR ARGUMENT.

- London. Vestry of St. James and St. John, (Clerkenwell v. Evans Magistrates case claim under Metropolis Management Act, 1862.
- County of London. The King v. Special Commissioners of Income Tax nisi for mandamus to state case (expte. Wilson & ors.).
- Bedfordshire. The King v. Eton Bray Urban District Council nisi for mandamus to provide sewers (expte. Local Government Board).
- Lancashire. Ormskirk Union v. Charlton Union Quarter Sessions special case under 12 & 13 Vic., c. 45, sec. 11, settlement of pauper.
- Canterbury. Fairbrass v. Mayor, &c., of Canterbury Magistrates case conviction under Public Health Act, 1875.
- Merionethshire. The King v. W. Davies, Esq., & ors., J.J., &c. nisi for mandamus to hear, &c. application for transfer of license (expte. Jones).
- Manchester. Agnew v. Mayor, &c., of Manchester Quarter Sessions special case order under Local Acts.
- Essex. Loach v. Wanstead School Board Magistrates case contribution under Elementary Education Act, 1893.
- Met. Pol. Dist. Brooks v. Mason Magistrate's case information under Intoxicating Liquors (Sale to Children) Act, 1901.
- County of the Town of Southampton. Elliott & anr. v. Russell Magistrates case information under Public Health Act, 1875.
- Lancashire. Smith v. Yates & ors., J.J. of Manchester Quarter Sessions special case Appnt.'s appl. licensing.
- Cardiff. Thomas v. Pritchard Magistrates case information under Finance Act, 1898.
- Glamorganshire. Glamorganshire Canal Co. v. Merthyr Tydfil Union Quarter Sessions special case under 12 & 13 Vic., c. 45, sec. 11.
- Durham. Smith v. Moody Quarter Sessions special case Appnt.'s appl. conviction.
- County of Southampton. Hayles v. Sandown Urban District Council Magistrates case order under Private Streets Works Act, 1892.
- Met. Pol. Dist. McNair v. Cave Magistrates case information under Sale of Food & Drugs Act.
- Sunderland. Mayor, &c. of Sunderland v. Weightman Magistrates case information under Sale of Food & Drugs Act.
- Blackpool. Mayor, &c. of Blackpool v. Fielding & ors. Magistrates case information under Public Health (Building in Streets) Act, 1888.
- County of London. The King v. Hewitt & anr. nisi for certiorari for Sheriff's inquisition (expte. London School Board).
- Met. Pol. Dist. Gas Light & Coke Co. v. London County Council Magistrates case information under Gas Light & Coke Co. Act.
- Cardiff. McKenrie v. Spear Magistrates case information under Licensing Act.
- Poole. Wedderburn v. Hains Magistrates case information under Weights & Measures Act, 1878.
- Devonshire. Harvey v. Anning Magistrates case order in bastardy.
- Plymouth. Guardians of the Poor of Plymouth v. Gibbs Magistrates case a prin. for contribution towards relief.
- Yorkshire. W. B. Mitchell v. Crawshaw Magistrates case information under Intoxicating Liquor (Sale to Children) Act, 1901.

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1902.

BISHAM J.	DARLING J.	CHANWELL J.	PHILLIMORE J.	BUCKNELL J.	WALTON J.	JELF J.	DATES.
..	Chambers	Divisional Court	..	..	..	Central Criminal Court (October 22)	1902. OCTOBER . . . 24
"	"	"	"	North and South Wales Circuit	"	"	" . . . 25
Nisi Prius	"	"	Nisi Prius	"	Nisi Prius	Nisi Prius	" . . . 27
"	"	"	"	"	"	Northern Circuit	NOVEMBER . . . 3
"	"	Nisi Prius	Oxford Circuit	"	Northern Circuit	"	" . . . 6
"	"	"	"	"	"	"	" . . . 10
"	"	North Eastern Circuit	"	"	"	"	" . . . 17
Commercial List	"	"	"	End	"	"	DECEMBER . . . 1
"	"	"	"	"	"	"	" . . . 2
"	"	"	"	Nisi Prius	"	"	" . . . 3
"	"	"	"	"	"	"	" . . . 6
"	"	"	"	"	"	"	" . . . 8
"	"	"	"	"	"	"	" . . . 10
"	"	"	"	"	"	"	" . . . 12
"	"	"	"	"	End	End	" . . . 13
"	"	"	"	"	Nisi Prius	Nisi Prius	" . . . 16
"	"	End	End	"	"	"	" . . . 20

Two of His Majesty's Judges, yet to be selected, will attend the November and December Sessions of the Central Criminal Court.

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| <p>Met. Pol. Dist. Hills v. Davies Magistrates case complaint under 2 &amp; 3 Vic., c. 47.</p> <p>Birmingham. Wells v. Dowling Magistrates case information under Indecent Advertisements Act, 1889.</p> <p>County of Southampton. Plumley v. Lock Magistrates case information under Highway Act, 1864.</p> <p>County of London. Korten v. West Sussex County Council Magistrates case information under Fertilisers &amp; Feeding Stuffs Act, 1893.</p> <p>Worcestershire. Cooks &amp; anr. v. Nash Magistrates case refusal of distress warrant for poor rate.</p> <p>Yorkshire, W. R. West Riding of Yorkshire Rivers Board v. Ruseben Gamit &amp; Sons appl. from Quarter Sessions under W. R. Yorks Rivers Act, 1894, reversing order of Jj.</p> <p>London. Edmundson v. Longton Corpn. Magistrates case order for payment under Longton Gas Act.</p> <p>Registe. Humphery v. Young Magistrates case information under Public Health Act, 1875.</p> <p>Staffordshire. Tromans v. Hodgkinson Magistrates case information under 16 &amp; 17 Vic., c. 119 (Boating).</p> <p>Gloucestershire. The King v. Jj. of the Tewkesbury Division of Gloucestershire nisi for mandamus to hear, &amp;c. appl. against rate (expte. Page).</p> <p>Gloucestershire. The King v. Jj. of the Tewkesbury Division of Gloucestershire nisi for mandamus to hear, &amp;c. appl. against rate (expte. Clifford).</p> <p>Yorkshire, W. R. Dodworth Urban District Council v. Ibbotson &amp; anr. Magistrates case objections under Private Streets Works Act, 1892.</p> | <p>38 Met. Pol. Dist. Boots Cash Chemists v. Cowling Magistrates case information under Sale of Food &amp; Drugs Act, 1875.</p> <p>39 Yorkshire, E. R. Findley v. Haas Magistrates case information under Sale of Food &amp; Drugs Act, 1875.</p> <p>40 Yorkshire, E. R. Findley v. Pickering Same.</p> <p>41 Cumberland. Postlethwaite's Esket Mining Co. v. Overseers of Salter &amp; Esket Magistrates case distress warrant for rates.</p> <p>42 Middlesex. Hudson v. Bridge Magistrates case information under Sale of Food &amp; Drugs Act.</p> <p>43 Tenterden. Beale v. Mayor, &amp;c. of Tenterden Magistrates case information under Public Health Act, 1875.</p> <p>44 County of London. The King v. Jj. of the County of London nisi for mandamus to Jj. to hear, &amp;c. appl. from order refusing license (expte. Reed).</p> <p>45 Derbyshire. Cook v. Clarendon Magistrates case information under Salmon Fisheries Act, 1875, &amp;c.</p> <p>46 Met. Pol. Dist. Crow v. Davis Magistrates case London Building Act, 1894.</p> <p>47 County of London. The King v. Hillier nisi for certiorari for Sheriff's inquisition (expte. London County Council).</p> <p>48 Met. Pol. Dist. London School Board v. Fulham Borough Council Magistrates case information under the Metropolis, &amp;c. Management Act, 1885, sec. 83.</p> <p>49 Lancashire. Margenson v. Tildley Magistrates case information under Public Health Act, 1875.</p> <p>50 Met. Pol. Dist. Ellis v. London County Council Magistrates case information under London Building Act, 1898.</p> | <p>51 City of London. Kyffin v. Simmons Magistrates case information under Sanitary By-law.</p> <p>52 Same. Same v. Same same.</p> <p>53 Same. Same v. Same same.</p> <p>54 Lancashire. Lawrence v. O'Hara Magistrate's case information under 35 &amp; 36 Vic., c. 91, sec. 3</p> <p>55 ———. In the Matter of a Solr. (expte. The Incorporated Law Soc.) motion to strike Solicitor off the roll.</p> <p>56 Lancashire. The London, Edinburgh &amp; Glasgw Asso. Co. ld. v. Partington Magistrate's case order under Industrial Asso. Companies Act, 1896.</p> <p>57 Met. Pol. Dist. Goodchild v. Matthews Magistrates case information under Lion Building Act, 1894.</p> <p>58 Met. Pol. Dist. Turrell v. Page Magistrates case information under 16 &amp; 17 Vic., c. 119, sec. 2.</p> <p>59 Cardiff. Macey v. McKenzie Magistrates case information under Intoxicating Liquors (Sale to Children) Act, 1901.</p> <p>60 Met. Pol. Dist. Farmer v. Glyn Jones Magistrates case information under 52 Geo. III., c. 150, sec. 2.</p> <p>61 Carnarvonshire. The King v. Roberts, Esq. &amp; anr., Jj., &amp;c. nisi for certiorari for order of Jj. (expte. Evans) granted in Chambers.</p> <p>62 Kent. Gray v. Holdingsworth Magistrates case information under 24 &amp; 25 Vic., c. 96.</p> <p>63 Oldham. Fielding v. Turner Magistrates case information under Gaming Houses Act, 1854.</p> <p>64 Glamorganshire. Dix v. Davis Magistrate's case information under 11 &amp; 12 Vic., c. 43.</p> |
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HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1902.

FRIDAY, OCTOBER 24TH.

The following Courts will sit until Saturday, 1st November, for the Trial of the following classes of Actions:—

THREE COURTS for MIDDLESEX Special Juries.

THREE COURTS for MIDDLESEX Common Juries.

ONE COURT for COMMERCIAL Actions and Non-Juries.

ONE COURT for Non-Juries.

commencing on Monday, 27th October.

MIDDLESEX Special Jury Actions.

Actions beyond No. 2098 in this List will not be taken before Monday, 3rd November.

The following Numbers will be in the List for Trial on Monday, 27th October—Nos. 162 to 1594, both inclusive.

- 162 Neale v. Lady Gordon Leunox libel
- 165 Moore v. Worthington Pumping Engine Co. wrong. dia.
- 1781 Astley & Wife v. Palliser pers. inj.
- 1783 Deller and anr. v. Tavenor bills
- 1803 Jones, Henry & Co. v. Graves commission
- 1806 Cole v. Twickenham U. D. C. trespass
- 1811 Dean v. Maddick trespass
- 1823 Bleck & Wife v. Jerram & ors. contract
- 1843 Ingle v. Bertram libel
- 1884 Matthews v. Clibby cheque
- 1976 Baird v. Rhodessa Central Mining, &c. Co. and ors. misrepra.
- 1884 Le Grand v. Wilby fraud. reps.
- 1886 Davies v. Hood & ors. negligence
- 1893 Watt v. Beauchamp libel
- 1874 Knight v. Parry slander
- 1890 Motor Power Co. ld. v. Gilling goods sold
- 1893 Cowen v. Labouchere libel
- 1894 Richter v. L. & N. W. Ry. Co. pers. inj.
- 1898 Gilbert v. L. G. O. Co. ld. pers. inj.
- 1899 Oxley & ors. v. Bull note
- 1900 Ward, Perks & McKay v. Skene Solicitor's bill
- 1902 Taft Vale Ry. Co. v. Amalgamated Soc. of Railway Servants & ors. injunction
- 1910 Cushing v. Wynnstay Gardens Assoc. ld. pers. inj.
- 1916 Wilson v. Mayor, &c. of St. Marylebone pers. inj.
- 1926 Yegt v. Hollebone Bros. & ors. detinue
- 1821 Wilkinson v. McSheedy libel
- 1460 Gosking v. L. & S. W. Ry. Co. pers. inj.
- 1613 McQuire v. Western Morning News libel
- 1773 Pinson v. Pinson detinue
- 1943 Nutt v. Sol Syndicate ld. penalty
- 2869 Ward v. L. G. O. Co. ld. pers. inj.
- 1923 Lewis v. Clifford breach of promise
- 1 Walker v. Bladwell Pencils ld. & ors. fraud. reps.
- 1901 Inrig v. Carrossi & ors. libel
- 1904 Worthington & Co. ld. v. Belton & ors. fraud. reps.
- 1806 Pooock & ors. v. Same fraud. reps.
- 517 Jackson v. London & India Docks Co. pers. inj.
- 1616 Turnbull v. Smith detinue
- 2385 Steward v. Colne Fishery Co. & anr. assault
- 1281 Wallace v. West Coast Explorers' Syndicate wrong. dia.
- 1474 Matthews v. Atkins libel
- 1688 Læven v. G. W. Ry. Co. negligence
- 1702 Automatic Supply Co. ld. v. Ross & anr. money received
- 1637 Chapman v. Ashanti & Gold Coast Pioneers ld. salary
- 1970 Syngs v. Cox libel
- 1972 Davis v. Bird declaration

- 1979 Gilbert & anr. v. Howard issue
- 1980 Somerset & anr. v. Nightingale possession
- 1983 Cusins v. Horsman slander
- 1987 Haller v. Savoy Hotel ld. work
- 2003 Fayn v. Stones & ors. negligence
- 2004 Cook v. Raffaelli false impt.
- 2005 Smith & anr. v. Clarke libel
- 2007 Barker v. Sullivan & ors. fraud. reps.
- 2009 Friedlaender v. Stock & Debenture Corpn. ld. contract
- 2010 Relf v. L. & S. W. Ry. Co. pers. inj.
- 2012 O'Driscoll v. Jones libel
- 2018 Simoa v. Gatti & Stevenson ld. contract
- 2019 Terry v. Bumsted & anr. work
- 2020 Measham Terra Cotta Co. ld. v. Hansom & Son goods sold
- 1212 Newlands, &c. Diamond Mines ld. v. Hess libel
- 2057 Croft v. Parry slander
- 2059 Vert v. Rightin commission
- 2060 Lock v. Wonder contract
- 2070 Price v. Warren slander
- 2085 C. Manning & Son ld. v. Goodwin goods sold
- 2086 Shepetons v. Smith misrepra.
- 2098 Saunders v. Lockwood slander
- 2099 Smith v. J. Barker & Co. ld. contract
- 2101 Armsworth v. London United Trams Co. negligence
- 2120 Morris v. Milne work
- 2121 Gerson v. Simpson fraud. reps.
- 2123 Paquin ld. v. Greaves goods sold
- 2142 Brinkworth v. Arthur pers. inj.
- 2145 Ferris & anr. v. Crawford & anr. fraud. reps.
- 2148 H. Lovibond & Son ld. v. New Phoenix Brewery ld. money received
- 2154 Pryor v. Davies-Cooke contract
- 2155 Whitbread & Co. ld. v. Shutske covenant
- 2157 Jelly v. Fremlin Bros. Lord Campbell's Act
- 2159 Clarke v. Peak money lent
- 2160 Kent v. Temperance Permanent Building Soc. trespass
- 2163A Waters & Wife v. Brighton Gas Co. negligence
- 2169 Breeds v. Harris false impt.
- 2171 Shorland v. Sir E. Sullivan & ors. fraud. reps.
- 2172 Leith v. Dewar & anr. trespass
- 2174 L. & P. Walter & Sons ld. v. Phillips calls
- 2180 Siddons v. Josselyn slander
- 2182 Clark v. Dixon & Sons detinue
- 2185 Kenworthy v. "Sol" Syndicate ld. & ors. libel
- 2188 Turner v. Massey work
- 2191 Goldie v. Maunsell & ors. work
- 2192 Garratt & ors. v. Flowerdew trespass
- 2193 Howard v. Cardinal contract
- 2200 Gardner v. Sullivan & ors. fraud. reps.
- 2203 Leaver v. L. B. & S. C. Ry. pers. inj.
- 1478 de Pokorny v. Wertheim slander
- 2218 Bell v. Gluck & Co. work
- 2237 Harris v. Bartlett pers. inj.
- 2239 Byrne v. Gardiner fraud. reps.
- 2244 Pirie & anr. v. Garnock, Bibby & Co. contract
- 2265 Pilgrim & anr. v. Williams Solicitor's bill
- 2267 Hutchison v. Met. Ry. Co. pers. inj.
- 2270 Saqui v. Mackenzie breach of promise
- 2271 Hebdon v. Allesbury fraud. reps.
- 2275 Linley v. Wilkinson & ors. libel
- 2282 Robinson v. Oddenno pers. inj.
- 2283 Moore v. Rolls work

- 2284 Honduras Government Banking, &c. (Co. ld. & anr. v. Spargo contract
- 2291 Joseph v. L. G. O. Co. ld. pers. inj.
- 2295 Risto v. Armstrong & ors. libel
- 2297 Chamberlain v. Reid Bros. negligence
- 2303 Coltman v. Cowan & ors. libel
- 2322 Loewenstein v. Ochs Bros. work
- 2326 Dawson v. G. N. & City Ry. Co. issue
- 2328 J. Goode v. J. A. Preece & Sons ld. pers. inj.
- 2338 J. Goode v. Same negligence
- 2344 Strover v. Butler breach of promise
- 2349 Johnson v. Smith, Farfry & Co. pers. inj.
- 2351 Grant v. Preece contract
- 2359 Kupper v. John Allen & Sons ld. pers. inj.
- 2386 Bennett v. London & India Docks Co. pers. inj.
- 2394 Dey & ors. v. Jeffes detinue
- 2396 Lee v. Price pers. inj.
- 2403 Maynard v. Consolidated Kent Collieries Co. ld. refusal to register transfer of shares
- 2404 Shrapnel v. Musgrove contract
- 2411 Pitcher v. Barratt & Co. pers. inj.
- 2413 Clare v. Bartheis & Co. ld. assault
- 2418 Holloway v. Truman, Hanbury, Buxton & Co. contract
- 2419 Warman v. S. E. & C. Ry. Co. declaration
- 2424 Prior v. Haward covenant
- 2426 Milton v. Nalder guarantee
- 2428 Moul v. Boosey libel
- 2429 Owen & anr. v. O'Sullivan declaration
- 2432 Rowland & ors. v. Martin money received
- 2433 Sagg v. Greig & anr. mal. pros.
- 2435 Martin v. Hook commission
- 2440 Watson v. Harmer & anr. money lent
- 2441 Cohen v. Gross commission
- 2445 Baynes v. Seton & anr. money paid
- 2446 Young v. Neale bills
- 2449 Toussan & anr. v. Pomonby & ors. work
- 2451 Corgan v. Truman, Hanbury, Buxton & Co. pers. inj.

MIDDLESEX Common Jury Actions.

Actions beyond No. 2045 in this List will not be taken before Monday, 3rd November.

The following Numbers will be in the List for Trial on Monday, 27th October—Nos. 1711 to 1794, both inclusive.

- 1711 Ironside v. Stevenson money received
- 1754 Walker v. L. C. C. pers. inj.
- 941 Freyre v. Amazonia Knubber & Trading Co. ld. contract
- 1771 Roodhouse v. Davis commission
- 1778 Hemstead v. Clark false impt.
- 706 Grosvenor v. Ross stockbroker's account
- 1357 Hall v. Nathan & ors. money received
- 1510 Brown v. Kigsbury warranty
- 1540 Bennet v. Newton libel
- 1584 DeIdren & ors. v. Bennet money lent
- 1785 Simpson v. Starling breach of promise
- 1789 Matthews v. Lee assault
- 1793 Leigh v. Turnor detinue
- 1794 Howard v. Clark false impt.

1801 Mahon v. E. de Poorter & Co. Id. & anr. false  
impt.

1822 Mayor v. A. B. Cycle Co. Id. contract

1830 Davis v. Rosenber & ora. contract

1831 Foster v. Torner pers. inj.

1834 Richardson v. Thompson & Son pers. inj.

1836 Chate & Co. v. Rothwell goods sold

1840 Lee v. Gibbs pers. inj.

1844 Cobb v. L. G. O. Co. Id. pers. inj.

1855 Young v. Teller & anr. false impt.

1857 Dowling v. West Coast of Africa Syndicate Id.  
contract

1859 Fletcher v. Harvey & ora. pers. inj.

1860 Ashton v. Pitme pers. inj.

1864 Whitbread v. Cannon Brewery Co. Id. pers. inj.

1867 New Lon. Discount Co. Id. v. McManus bill

1869 Spagnoletti v. Eldon libel

1879 Bullimore v. Edey false impt.

1889 Brannam v. Gould Brrs. warranty

1905 Slade & anr. v. Ardley commission

1906 Abrahams v. Restall contract

1920 Wade v. Thair & Co. money lent

1976 Davis v. Bronley U. D. G. trespass

1960 Randell v. Mumford contract

1927 Yeatman v. Mitchell & anr. libel

1883 Steward v. Wood & anr. bill

1944 Newlove v. Hyams & anr. libel

6 Marreo v. London and Westminster Loan and  
Discount Co. Id. issue

17 N. S. W. Mont-de-Pit6 v. Davis note

41 Dalwood v. Hamblin breach of promise

1347 Molloy v. Greville & anr. money paid

1502 Bowring v. Wallington slander

1749 Henderson v. Somerset contract

1759 Lodge v. Metcalf & anr. bills

1865 Newington v. Smith goods sold

1849 Bernier v. Notcutt slander

1968 Weston v. Mayor, & Co. of Fulham pers. inj.

1961 Smith v. Oran trespass

1967 Liddall & anr. v. Kemp warranty

1968 Union Selling Co. v. Holworth goods sold

1971 Anthony, Treherne & Co. v. Polise & Alberl Id.  
contract

1922 Bernhardt v. Kirkland slander

1905 Balls v. N. Met. Trams Co. pers. inj.

2021 Trounban v. Davis & Evans Id. contract

2009 Millard v. Hertzfeld slander

2011 Rattray v. Spiegel contract

2025 Hewitt v. Axford pers. inj.

2026 Roberts v. Daniels mal. pros.

2032 Healing v. Healing & anr. money received

2033 Moon v. Mayor, & Co. of Camberwell contract

2034 Foster v. Thard breach of promise

2035 Langstaff v. Mackie money lent

2036 Marshall v. Graham trespass

2038 Richards v. Collingwood & Co. contract

2040 Owen & anr. v. Davison work

2042 Joseph v. Aron & Wife money lent

2045 Clark v. Josephs false impt.

2048 Jacobs v. N. Met. Tramways Co. pers. inj.

2047 Lazarus & anr. v. Same pers. inj.

2050 Finance Mines & Industries Assoc. Id. v. Spalding  
& Bros. contract

2064 Hall v. Whitbread & Co. Id. contract

2063 Biggin v. Millhouse & ora. trespass

2069 Vere v. Jensen wrong dis.

2077 Franklin v. J. R. Roberts' Stores false impt.

2081 King v. Brunet goods sold

2083 Ellis v. Blake & Wife wrong dis.

2087 Smith v. Wilkinson Sword Co. Id. & anr. detinue

2088 Hill & Wife v. Lidstone Id. pers. inj.

2089 Brown v. J. Lyons & Co. Id. pers. inj.

2100 O'Callaghan v. L. G. O. Co. Id. pers. inj.

2104 Landa v. Blood detinue

2119 Bloomfield v. Pitcher & anr. fraud. reps.

2123 Sharman v. Liven note

2125 Lambert v. Cook pers. inj.

2130 Cox v. Cox slander

2131 Same v. Same wrong dis.

2133 Alexander v. Neale money lent

2136 List v. Fox & Co. libel

2141 Alexander v. Pure Salt Id. work

2151 Field v. Edwards covenant

2152 Rowland v. Locks libel

2156 Shaw & anr. v. Poulton commission

2158 Gibbans v. Jefferson contract

2165 Lewin v. Neilson contract

2170 French v. Murrell issue

2176 Fallshaw v. N. Met. Trams. pers. inj.

2184 Watts v. Poole trespass

2189 Thurston v. Freeman false impt.

2196 Ryan v. Prunier & Co. work

2198 Boulton v. Billinghurst breach of promise

2199 Burns v. Becker negligence

2205 Barnaley v. Kirk & ora. fraud. reps.

2206 Fraser v. Aldis & ora. wrong dis.

2211 Jarman v. Deakin & anr. possession

2212 Springborpe & Wife v. Nat. Furnishing Co.  
trespass

2234 Ladesso v. Fracapani slander

2236 Lawson & Wife v. Lamb slander

2240 Leth v. Morrison trover

2216 Breake v. Windrum & anr. warranty

2247 Smith v. Smith trespass

2252 Boucas v. Cooke & ora. copyright

2267 Yorke v. Saffery issue

2268 Cran v. de Fleury & ora. Solicitor's bill

2262 East v. Mears slander

2265 Goring v. Neal false impt.

2268 Robinson v. Starling detinue

2269 Greet v. Ganty contract

2273 Samms v. Sprules contract

2274 Robinson & anr. v. Taylor & ora. bill

2292 Simpson v. Ridout & Co. Id. contract

2296 Corthery v. Koopman contract

2299 Doyle v. Jarratt pers. inj.

2301 Roy v. Wyvill contract

2325 Fall v. Lon. United Electric Tramways pers. inj.

2337 Phillips v. Webb fraud. reps.

2339 Goldberg v. Browne covenant

2345 Gilchrist v. Hereford & ora. libel

2350 Bowerman v. Massey-Mainwaring detinue

2353 Davis v. Hart pers. inj.

2356 Drake v. Walter covenant

2358 Moore v. Vesey goods sold

2368 Willmore v. Lon. United Tramways pers. inj.

2349 Parker v. Same pers. inj.

2374 Morris v. East Ham District Council Lord Camp-  
bell's Act

2382 Irvine v. Harding breach of promise

2385 Casey v. Ford & Co. pers. inj.

2387 Ferguson v. Lon. United Tramways (1901), Id.  
pers. inj.

2393 Milton v. Pronk contract

2402 Hammocks v. Hestman & Co. pers. inj.

2408 Dalton v. Belfrage work

2409 Gay v. Lord negligence

2410 Ellender v. Dotteridge Bros. pers. inj.

2415 Moore v. Hunt & ora. fraud. reps.

2416 Rubens v. Kantorowich slander

2417 Geller v. Singer mal. pros.

2421 Ellit v. Thomas Wolfe & Son pers. inj.

2430 Hammond & anr. v. Hailstone fraud. reps.

2078 Draper v. Saunders possession

2082 Weston v. Pritchard possession

2094 Davies v. Powell money lent

2102 Automatic Air Tight Cover v. Hartley patent

2103 Luff & ora. v. West covenant

2108 Debenham v. Wykes possession

2111 James v. Fisher & anr. possession

2117 Hawkes & Co. v. Mosey goods sold

2118 Stohwasser & Co. v. Same goods sold

2124 Taylor v. Tottenham money received

2126 Prior v. Collins & ora. covenant

2127 Same v. Same covenant

2128 Parker v. Harringtons Id. & ora. possession

2146 Sayer v. Amalgamated Soc. of Carpenters and  
Joiners contract

2161 Green v. Brown & anr. work

2173 Pedrette v. Pedrette money lent

2177 Eye v. Cumber detinue

2181 Prentice & Co. v. Trull stockbroker's acct.

2187 Cooper v. Radcliff & anr. commission

2197 Britain & ora. v. Kennedy & Co. injunctio

2198 Downe v. Twine & ora. possession

2201 Broadwood v. Crews possession

2213 Amur Syndicate Id. v. Medhurst calls

2235 Roberts, Lubbock & Co. v. Field & anr.  
guarantee

2241 British Chicago Rawhide Manufacturing Co. &  
anr. v. International Assets Co. Id. & anr.  
contract

2244 Brooks v. Carew & anr. note

2249 Bagley v. Philp contract

2253 Nole v. Potts, Rowley & Co. contract

2259 Jennings, Son & Alden v. Jessurun solicitor's  
bill

2260 Loates v. Maple contract

2261 Newman v. Camden Cartage & Supply Co. Id.  
goods sold

2263 Halbroon v. International Horse Agency and Ex.  
Id. fraud. reps.

2272 Butcher v. List goods sold

2280 Blow v. Lewis contract

2285 Surprise Arc Lamp Syndicate v. Harb M.  
royalties

2298 Isaacs & Sons v. C. Manning Sons Limited. pat-  
ent

40 Lead & Water Electric Syndicate Id. v. Guts  
goods sold

1359 E. Underwood & Son v. North Met. Trams Co.  
money paid

1498 Marshall v. Daniels possession

1517 Davis & Son v. Ashley declaration

1714 Trollope & Sons v. Chambers contract

1805 Boucher, Mortimore & Co. v. Ipswich Tawery  
Id. contract

1850 Sewell v. Harrow, & Ac. Ry. Co. mandamus

1862 Hawkey & anr. v. Anglo-African, & Co. Cession  
Id. & ora. detinue

1877 H. McKeone Id. v. Alt contract

1960 Chauvin & anr. v. Salmony & Co. Id. bills

2004 Doewra & Son v. Hoddleson Gas & Coke Co.  
contract

2153 Minter v. Reigate U. D. C. work

2163 Molyneux v. Hawtry contract

2204 Guilleardini & ora. v. H. Borne & Co. Id. ju-  
ry's  
ment

2242 Smith v. Betty solicitor's bill

2243 Davey & anr. v. Nazurocki work

2300 Kenney v. Lovejoy commission

2311 Faulding v. La Banque Continentale de Paris Id.  
work

2312 Aked v. British Natural Premium Life Assoc. Id.  
guarantee

2316 Stacpools v. Whitworth bill

2323 National Cash Register Co. v. Taylor detinue

2324 Singh v. Staffordshire Financial Co. issue

2328 Stephenson v. London Joint Stock Bank Id. con-  
tract

2327 Pierson v. Frewen work

2330 Newton v. Porter money lent

2335 Marous, Clark & Co. v. Hobbert & Co. limited  
contract

2340 Brown, Janson & Co. v. Russell note

2343 Bastard v. Brunton & anr. contract

2347 Kerr, Sturt & Co. Id. v. Kynoch Id. warranty

2348 Bell v. Huella Central Copper Mining Co. Id.  
contract

2352 Jacobs v. Mayor, & Co. of Southend-on-Sea pers. inj.

2354 Strahlborn v. Grabowski money lent

2355 Westminster House & Land Investment Co. Id. &  
Purves possession

2357 Alexander Macdonald & Co. v. Statory Co. goods  
sold

2360 Moore v. Couch note

2370 Cooper v. Nix rent

2376 Sanger v. Haworth contract

2377 Thirwall & ora. v. Hay & anr. possession

### NON-JURY Actions.

Actions beyond No. 2260 in this List will not  
be taken before Monday, 3rd November.

The following Numbers will be in the List  
for Trial on Monday, 27th October—Nos.  
1558 to 1896, both inclusive.

1558 Nadel v. Martin & ora. goods sold

1743 Roskill & Co. v. Byrne & ora. contract

1768 Singer v. Venton, Ball & Cooper negligence

757 Cowen & Wife v. Scott & Wife detinue

1209 Humber Id. v. du Cros guarantee

1378 Burns v. Coene work

1729 Harris & anr. v. Batcher & Co goods sold

1896 Moore v. Todd covenant

1904 Gould v. Pilbrow rent

1929 Mc Pherson v. Ponsanby contract

1932 Clarke v. Mayor, & Co. of Lewisham contract

1943 Kenyon & ora. v. Dew covenant

1945 Elliot v. Cox detinue

1957 Wills v. Hunt covenant

1966 Wood v. Wood & ora. dower

1974 Levi v. Anglo-Continental Gold Reefs of Rhodesia  
Id. work

1898 Bridgman & ora. Williams & ora. work

1994 Jenkins v. Arnold & anr. bills

2016 Walker v. Harris detinue

2017 Same v. Buse goods sold

2023 Westminster Electric Supply Corp'n. Id. v. Im-  
proved Wood Pavement Corp'n. Id. negligence

2039 Gardner v. Wimperis & A. goods sold

2041 Binger v. Heinsman detinue

2048 Wills v. Harrow & Uxbridge Ry. Co. contract

2044 Sacolski v. Saunders contract

2048 Bailey v. Mortgage Investment and Contract Corp'n.  
Id. work

2049 Yare v. Reeve work

2063 Spencer v. Finnis possession

2071 Crooke v. East Surrey Brick & Tile Co. Id. goods  
sold

2378 Horner v. Dudley-Ward contract  
 2379 Hart v. Courneave money lent  
 2380 Lewis Berger & Sons ld. v. Walter detinue  
 2381 Cudal Water ld. v. Mate & anr. contract  
 2382 Bazendale v. White fraud. reprs.

2384 Strachan v. Corfield contract  
 2385 Horner v. Varty Bond  
 2386 J. Shepherd & Co. v. Simpson stockbroker's acct.  
 2405 Linley v. Bergl money lent

2412 McCaw, Stevenson & Orr, ld. v. Moon & anr contract  
 2414 Lattmann-Johnson v. Pappillon rent  
 2420 Bagot v. Colt Gun & Carriage Co. work  
 2422 Parsons & Keith v. Kilcor money paid

SUMMARY OF ACTIONS ENTERED FOR TRIAL TO 20TH OCTOBER, INCLUSIVE.

	Special Juries.	Common Juries.	Total.
Middlesex .. .. .	194	222	416
Non-Juries .. .. .			183
London .. .. .	3		3
Commercial Causes .. .. .			21
(Cases are only entered in the Commercial List when the days are fixed for Trial)			
Set down under Order XIV. .. .. .			42
Assigned Action. . . . .			1
			668

NOTE.—This Summary shows the total number of Actions for Trial up to and inclusive of the above date.

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1902.

APPEALS AND MOTIONS IN BANKRUPTCY.

APPEALS from County Courts to be heard by a DIVISIONAL COURT sitting in Bankruptcy, Pending 17th October, 1902.

In re T. Kelly Expte. Catherine Lillian York v. The Official Receiver an appl. from the County Court of Durham, holden at Stockton-on-Tees  
 In re A Debtor (No. 100 of 1901) Expte. The Official Receiver an appl. from the County Court of Sussex, holden at Brighton  
 In re J. A. Foster Expte. The Bankrupt v. The Official Receiver an appl. from the County Court of Sussex, holden at Brighton  
 In re J. T. Hall Expte. A. P'Anson, Trustee v. Marian Portbouse Thompson, Chas. Andrew Ironside & Mary Ann Thompson an appl. from the County Court of Durham, holden at Stockton-on-Tees  
 In re The Debtors (No. 14 of 1902) Expte. The Debtors v. The Petitioning Creditors and The Official Receiver an appl. from the County Court of Staffordshire, holden at Hanley  
 In re A Debtor (No. 12 of 1902) Expte. The Debtor v. The Petitioning Creditors and The Official Receiver an appl. from the County Court of Montgomeryshire, holden at Newtown  
 In re W. McDaniel Williams Expte. R. T. Layson v. The Official Receiver an appl. from the County Court of Glamorganshire, holden at Swansea

MOTIONS in BANKRUPTCY for hearing before the Judge, Pending 17th October, 1902.

In re Mateo Clark. Expte. The Debtor v. The Buenos Ayres & Pacific Ry. Co. ld. and The Official Receiver  
 In re Sir Robert Peel. Expte. F. S. Salaman, Trustee v. Von der Hyde Heydt, P. J. Burt, S. A. Went & anr.  
 In re C. S. Salmoud. Expte. His Majesty's Attorney-General & The Lords Commissioners of His Majesty's Treasury v. The Official Receiver & Messrs. Edwards & Cohen  
 In re Same Expte. E. W. Perkins v. The Official Receiver, Trustee  
 In re A. Burr Expte. A. Goddard, Trustee v. The Kent Coal Finance and Development Co. ld.  
 In re Mrs. Henriette Hartung. Expte. Masters & Wagner v. H. W. Wilson, Trustee reference by Mr. Registrar Hope  
 In re Same Expte. H. W. Wilson, Trustee v. Masters & Wagner  
 In re P. Fonnereau. Expte. F. Gimblett, Trustee v. Chas. Ranford  
 In re J. Isaacs Expte. F. E. Wright, Trustee v. John, Bessie, Sarah and Bernet Isaacs & The London, City & Midland Bank ld.  
 In re B. Pilling. Expte. The Debtor v. Annette Pilcher & Fredk. John Robinson, Exors. of the late W. F. Pilcher  
 In re Same Expte. Same v. J. D. S. Bogle  
 In re Same Expte. Same v. George Duke de Stapcoole  
 In re Same Expte. Same v. H. D. Pilcher  
 In re Same Expte. Same v. Col. C. F. Surtees  
 In re E. E. Burford. Expte. R. A. & J. F. Burford v. Sidney Peara, Trustee

In re J. M. Graham. Expte. Mrs. Sarah Turner v. W. Bonavia, Trustee  
 In re W. Gerecke. Expte. The Official Receiver, Trustee v. W. Gerecke ld.  
 In re H. H. P. Robinson. Expte. The Debtor v. The Official Receiver & Mrs. Annie Robinson referred back to the Judge by Mr. Registrar Linklater  
 In re J. M. Graham. Expte. Wm. & Mrs. O. L. Anderton v. W. Bonavia, Trustee  
 In re Hopkinson & Sons. Expte. G. Sneath, Trustee v. H. Keble & H. Locke, Exors. of T. H. Keble, Exor. of Mrs. Hillas, Messrs. Thos. Hillas Crampton & John George Crampton, Trustees of the Will of the late Thomas Russell Crampton (restored to List under order of The Hon. Mr. Justice Wright, dated 2nd December, 1901)  
 In re Lord Francis Hope. Expte. The Debtor v. Miss Mary Augusta Yohé  
 In re Same Expte. J. J. Abell v. The Official Receiver  
 In re Weibking Expte. Wm. Sibley v. R. J. Ward, Trustee  
 In re A. Pearl Expte. H. McLellan, Trustee v. A. B. Salmen  
 In re J. M. Graham. Expte. W. W. Smith v. E. C. Moore, Trustee  
 In re Same Expte. J. T. Connell v. Same  
 In re Same Expte. F. J. Hobson v. Same  
 In re Same Expte. R. Wooden v. Same  
 In re Same Expte. H. Wigginton v. Same  
 In re Salmon (Moffatt & Co.). Expte. Oscar Berry & C. L. Davies, Trustees v. Saml. Salmon, Emma Kell, S. H. K. Salmon & A. Salmon  
 In re Batcher. Expte. A. C. Bourner, Trustee v. Percy Cooper

**HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.**

Tuesdays . . . . . }  
Thursdays . . . . . } Master WILBERFORCE.  
Saturdays . . . . . }

**MASTERS IN CHAMBERS FOR MICHAELMAS SITTINGS, 1902.**

	A to F.	
Mondays . . . . .	} Master LORD DUNBOYNE.	
Wednesdays . . . . .		
Fridays . . . . .		
Tuesdays . . . . .	} Master DAY.	
Thursdays . . . . .		
Saturdays . . . . .		
	G to N.	
Mondays . . . . .	} Master CHITTY.	
Wednesdays . . . . .		
Fridays . . . . .		
Tuesdays . . . . .	} Master MACDONELL.	
Thursdays . . . . .		
Saturdays . . . . .		
	O to Z.	
Mondays . . . . .	} Master ARCHIBALD.	
Wednesdays . . . . .		
Fridays . . . . .		

**HIGH COURT OF JUSTICE.  
KING'S BENCH DIVISION.**

**MICHAELMAS SITTINGS, 1902.**

**PRACTICE MASTER.**

A Master will sit daily in his own room in accordance with the following Rota to dispose of all QUESTIONS OF PRACTICE, EXPART APPLICATIONS and GENERAL BUSINESS.

Monday . . . . .	Master WILBERFORCE.
Tuesday . . . . .	Master LORD DUNBOYNE.
Wednesday . . . . .	Master MACDONELL.
Thursday . . . . .	Master CHITTY.
Friday . . . . .	Master DAY.
Saturday . . . . .	Master ARCHIBALD.

**HIGH COURT OF JUSTICE.  
PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

**ADMIRALTY.—MICHAELMAS SITTINGS, 1902.**

**ACTIONS FOR TRIAL.**

Ship "ADIBONDACK"	Ship "DOLLY VARDEN"	75 Ship "NATALE LAPO"
" " "AHMADI"	" " "DORIS"	" " "NORDBOEN"
" " "ALBION"	40 " "DUO D'AMALE AND CHALLENGE"	" " "NORDBAVIT"
" " "ALF"	" " "DUNSTER"	" " "OAKWELL"
5 " "ALVARES CABRAL"	" " "EMILY"	" " "OLIVEN"
" " "ANT"	" " "ENGLAND"	80 " "OPHELIA"
" " "ARDGOWAN"	" " "FALKE"	" " "OPORTO"
" " "ARRACAN"	45 " "GAMECOCK"	" " "PHEBRRAKE"
" " "ASLAK"	" " "GERMANIA"	" " "PESIA"
10 " "ASSUNTA"	" " "GIOVANNI S."	" " "PETREL"
" " "ASSYRIA"	" " "HAABET"	85 " "PRINCESS MAY"
" " "ATHENE"	" " "HABIL"	" " "PRINCESS SOPHIA"
" " "ATHESIA"	50 " "HAMBURG"	" " "QUEEN OLGA"
" " "BARON SELBORNE"	" " "HEDWIG"	" " "QUEEN WILHELMINA"
15 " "BARRY"	" " "HENDON"	" " "RAMSES"
" " "BELFAST"	" " "HORTON"	90 " "ST. MIRREN"
" " "BELGENLAND"	" " "HOUNSLOW"	" " "SCOTIA"
" " "BELLENA"	55 " "HUNTOLIFF"	" " "SKULDA"
" " "BENMOHR"	" " "JOHN MCINTYRE"	" " "SLEEVE ROW"
20 " "BERTHA"	" " "JOKAI"	" " "SOUTHGROVE"
" " "BIRKHALL"	" " "KINGSWOOD"	95 " "ST. AUBYN"
" " "BJORGWIN"	" " "KIRKLEE"	" " "TERGESTE"
" " "BLANCHE ROCK"	60 " "KITTIWAKE"	" " "THOMAS MELVILLE"
" " "BOLDON"	" " "KONING WILLEM I."	" " "TOFAZ"
25 " "BOVERIC"	" " "KRONPRINZ"	" " "TOBBRYAN"
" " "BRANTWOOD"	" " "LEALTA"	100 " "TREBIA"
" " "BRITISH TRADER"	" " "LOCH RYAN"	" " "TWIZELL"
" " "BURHAM"	65 " "MANZANARES"	" " "VEDRA"
" " "CAMILLA"	" " "MARGARET"	" " "VERA"
30 " "CAMPANIA"	" " "MARIENPELS"	" " "VILLE DE ST. NAZAIRE"
" " "CAPENOR"	" " "MERCATOR"	105 " "VOORBURG"
" " "CARLY"	" " "MEDIANA"	" " "WAIKATO"
" " "CARTHAGINIAN"	70 " "MIKADO"	" " "WESTFIELD"
" " "CLUDON"	" " "MISSIR"	" " "WORTHING BELLE"
35 " "CONSTANCE"	" " "MOUNTBY"	" " "WRAGBY"
" " "CORDILLERAS"	" " "MUREX"	110 " "YEOMAN"
" " "CRAIGEARN"	" " "NARANJA"	

**APPEALS TO THE DIVISIONAL COURT.**

Ship "RICHMOND" Ship "STATTER V. THOMASON"

SUMMARY.—Actions for Trial . . . 110; Appeals to Divisional Court . . . 2—Total . . . 112.

MEMORANDUM.—No complete List of Actions to be tried in this Division during Michaelmas Sittings can be given in advance, as the number and order in which they will be tried are necessarily dependent upon the presence in this Country of Seafaring Witnesses whose movements are unavoidably uncertain. The List will therefore be subject to alterations and additions.

HIGH COURT OF JUSTICE.  
 PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

PROBATE ACTIONS and MATRIMONIAL CAUSES to be Heard and Tried at MICHAELMAS SITTINGS, 1902.

ABBREVIATIONS.—P. Probate—D. Dissolution of Marriage—J.S. Judicial Separation—N. Nullity—I. Issue—  
 R.C.R. Restitution of Conjugal Rights—A. Act on Petition.

When preceded by "H." suit brought by Husband, and "W." suit brought by Wife.

A List of Causes in the order in which they are set down for Trial will be posted at the Registry, Somerset House, and Supplemental Lists will be printed from time to time.

Parties must be prepared to try their Causes ten days after the same have been set down for Trial.

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>PART-HEARD CAUSES.</b>				
<i>Notice to be given at Court when Parties are ready to proceed with the further Hearing of these Causes.</i>				
1 W.D.	Lo Ben, F. K. v. Lo Ben, P. . . . .	Dyson & Co.		
<b>BEFORE THE COURT ITSELF— UNDEFENDED DIVORCE.</b>				
1 H.D.	Duka v. Duka & Taylor . . . . .	Collyer-Bristow & Co.		
2 H.D.	Smart v. Smart & Collyer . . . . .	J. P. Ayres.		
3 W.D.	Page, C. M. v. Page, E. C. . . . .	Jackson & Co.		
4 W.D.	Curl, E. v. Curl, C. . . . .	Moreton & Co.		
5 H.D.	Screen v. Screen & Hawkins . . . . .	J. Mitchell.		
6 H.D.	Narese v. Narese & Jones . . . . .	Maples, Teesdale & Co.		
7 H.D.	Walsh v. Walsh & Fewson . . . . .	McDiarmid & Hill.		
8 H.D.	D'Arcy Evans v. D'Arcy Evans & Abbott . . . . .	Freeman & Son . . . . .	Waddilove & Johnson.	
9 W.J.S.	Smith, M. E. v. Smith, J. R. . . . .	J. E. Lickfold.		
10 { W. B. C. R. }	Doyne W. A. v. Doyne, M. B. . . . .	Lewis & Lewis.		
11 W.D.	Rowland, A. J. v. Rowland, C. W. H. . . . .	Burton & Co. . . . .	A. J. Harman.	
12 W.D.	Summersgill, J. v. Summersgill, A. E. . . . .	Chester & Co. . . . .	Woodcock & Co.	
13 H.D.	Lawrence v. Lawrence & Wharmby . . . . .	Hardisty & Co.		
14 W.D.	Fisher, E. S. v. Fisher, A. E. . . . .	Osborn & Osborn.		
15 H.D.	Cairns v. Cairns & Weightman . . . . .	Rowcliffes & Co.		
16 W.D.	Messervy, A. J. v. Messervy, W. E. . . . .	Hays & Co.		
17 H.D.	Didden v. Didden & Webley . . . . .	C. T. C. Lewis.		
18 W.D.	Maule, A. E. F. v. Maule, H. J. . . . .	R. J. Twyford.		
19 H.D.	Wooddeson, W. R. v. Wooddeson, M. J. . . . .	H. Coulson.		
20 W.D.	Reece, A. E. v. Reece, E. . . . .	Hare & Co.		
21 H.D.	Sherrin v. Sherrin & Robertson . . . . .	Saw & Sons.		
22 H.D.	Calcott v. Calcott & Wilkins . . . . .	F. F. Palmer.		
23 H.D.	Scales v. Scales & Ellingham . . . . .	W. Sharp.		
24 H.D.	Goodwin v. Goodwin & Wright . . . . .	M. A. Orgill.		
25 H.D.	Smith v. Smith & Peacock . . . . .	Curtis & Blott.		
26 H.D.	McDougall v. McDougall & Alston . . . . .	Chester & Co.		
27 H.D.	Adams v. Adams & Ford . . . . .	H. Dobell.		
28 H.D.	O'Flaherty v. O'Flaherty & Freeman . . . . .	C. O. Newman.		
29 H.D.	Reed v. Reed & Owen . . . . .	In Person.		
30 W.D.	Reed, L. C. v. Reed E. S. . . . .	Chave & Chave.		
31 H.D.	Bell v. Bell & Davis . . . . .	Satchell & Chapple.		
32 W.D.	Fleetwood, G. F. L. T. G. v. Fleetwood, F. P. . . . .	Cohen & Cohen.		
33 H.D.	Watkins v. Watkins & Morgan . . . . .	Hamlin & Co.		
34 W.D.	Ho Vell, C. J. v. Ho Vell, T. J. . . . .	Windsor & Co.		
35 W.D.	Parsons, Hannah v. Parsons, Henry . . . . .	Stevens & Co.		
36 H.D.	Lewis v. Lewis & George . . . . .	T. E. Crocker . . . . .	L. W. Gregory . . . . .	L. W. Gregory.
37 W.D.	Woods, E. M. v. Woods, C. G. . . . .	Osborn & Osborn . . . . .	Godfrey & Webb.	
38 W.D.	Dawson, E. R. A. v. Dawson, T. C. . . . .	Biggs & Co.		



No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
39	H.D. Pass v. Pass & Curtis . . . . .	Rowcliffes & Co.		
40	W.D. Powell, B. v. Powell, W. D. . . . .	Munton & Morris.		
41	W.J.S. Turnidge, H. v. Turnidge, J. H. . . . .	O. B. Thomas . . . . .	C. T. C. Lewis.	
42	H.D. Miller v. Miller & Senior . . . . .	R. F. & O. L. Smith.		
43	H.D. Head v. Head & Nichol . . . . .	Pike & Parrott.		
44	H.D. Roberts v. Roberts & Drew . . . . .	Ody & Co.		
45	W.D. Goodman, M. B. v. Goodman, A. J. . . . .	S. J. R. Stammers.		
46	H.D. Sayer v. Sayer & Stroud . . . . .	Osborn & Osborn.		
47	W.D. Brainsby, M. A. v. Brainsby, J. W. P. . . . .	Campion & Co.		
48	H.D. Kain v. Kain & Palley . . . . .	Burnie & Co.		
49	H.D. Mitchell v. Mitchell & Strickland . . . . .	Hickson & Moir.		
50	H.D. Snook v. Snook & Bacon . . . . .	In Person.		
51	W.D. Jones, C. E. v. Jones, A. E. . . . .	Williams & Aldridge.		
52	W.D. Holmes, E. A. v. Holmes, G. . . . .	Iliffe & Co.		
53	W.D. Corniah, E. A. v. Corniah, G. H. . . . .	Ricketts & Son . . . . .	In Person.	
54	W.D. Batters, M. v. Batters, N. . . . .	Turner & Co.		
55	W.D. Owen, E. v. Owen, T. . . . .	Steadman & Van Praagh.		
56	H.D. James v. James & Miles . . . . .	Valpy & Co.		
57	W.D. Pollard, K. v. Pollard, T. . . . .	Osborn & Osborn . . . . .	Gribble & Co.	
58	W.J.S. Smith, E. A. v. Smith, R. W. . . . .	J. W. McAkea.		
59	H.D. Plumbridge, O. H. v. Plumbridge, J. . . . .	Aird & Co.		
60	W.D. Lawson, M. E. E. v. Lawson, G. P. . . . .	McDiarmid & Hill.		
61	H.D. Lamport v. Lamport & Eppes . . . . .	T. W. Hall.		
62	W.D. Self, A. M. v. Self, J. . . . .	Harding & Leggett. . . . .		
63	H.D. Whettem v. Whettem & Whettem . . . . .	Rowcliffes & Co.		
64	H.D. Bates v. Bates & Turner . . . . .	Kingsford & Co.		
65	H.D. Reynolds v. Reynolds & Golding . . . . .	F. F. Palmer.		
66	H.D. Medley v. Medley & Heard . . . . .	Young, Son & Ward.		
67	W.D. MacGeorge, H. M. v. MacGeorge, W. H. . . . .	Lewis & Lewis.		
68	H.D. Wailes v. Wailes & Jessop . . . . .	Osborn & Osborn.		
69	W.D. Slater, F. M. v. Slater J. . . . .	Ledgard & Co.		
70	H.D. Bartholomew v. Bartholomew & Curzon . . . . .	Cunliffe & Davenport.		
71	H.D. Harraden v. Harraden & Bohan . . . . .	Paddison & Co. . . . .	Windybank & Co.	Windybank & Co.
72	W.D. Beaty, M. v. Beaty, J. . . . .	Indermant & Brown.		
73	{ W.B. } Levenston, F. A. v. Levenston, M. . . . .	Hargrove & Co. . . . .	Slark & Co.	
74	H.D. Manser v. Manser & Langridge . . . . .	Nash, Field & Co.		
75	H.D. Cox v. Cox & Ashton . . . . .	Coode & Co.		
76	H.D. Steel v. Steel & Raad . . . . .	H. A. Sims.		
77	{ W.B. } Tilkin, A. G. v. Tilkin, F. . . . .	C. Russell & Co. . . . .		
78	H.D. Martin v. Martin & Smith . . . . .	J. Laidman.		
79	W.D. Wait, M. A. v. Wait, J. J. . . . .	L. Margetts & Co.		
80	H.D. Coombs v. Coombs & Hopkins . . . . .	G. S. Crawshaw.		
81	W.D. Roberts, L. v. Roberts, W. J. P. . . . .	Kingsford & Co.		
82	H.D. Cookburn v. Cookburn & Sauter . . . . .	Baillie & Co. . . . .	J. T. Davies.	
83	H.D. Madge v. Madge & Stennett . . . . .	J. D. Langton.		
84	H.D. Charrington v. Charrington & Bullough . . . . .	Lewis & Lewis . . . . .	Pritchard, Englefield & Co.	
85	W.D. Dudley, B. M. v. Dudley, F. . . . .	Grundy & Co.		
86	W.D. Burgess, K. v. Burgess, G. P. R. . . . .	Gibson, Usher & Co.		
87	H.D. Bartlett v. Bartlett & Baldwin . . . . .	Harding & Leggett . . . . .	Peacock & Goddard.	
88	W.D. Norman, M. E. v. Norman, C. . . . .	Steadman & Co.		
89	H.D. Spiller v. Spiller & Simpson . . . . .	Sharpe, Parker & Co.		
90	W.D. Montague, E. v. Montague, G. W. . . . .	C. C. Sharman.		
91	H.D. Paterson v. Paterson & Johnson . . . . .	Fielder, Le Riche & Co.		
92	H.D. Whiteley v. Whiteley, Moss & Murray . . . . .	Barton & Pearman.		
93	H.D. Hollaud v. Holland & Soper . . . . .	In Person.		
94	W.D. Edmonds, E. v. Edmonds, S. . . . .	Helder & Co. . . . .	Wrentmore & Son.	
95	W.D. Thomas, E. v. Thomas, D. . . . .	Helder & Co.		
96	H.D. Roper v. Roper & Ring . . . . .	In Person.		
97	W.D. Hawkins, D. A. v. Hawkins, J. H. . . . .	C. J. Brayshaw.		
98	H.D. Williamson v. Williamson, Henty & Reynolds . . . . .	Keen, Rogers & Co.		
99	H.D. Hack v. Hack & Beard . . . . .	Shaen, Roscoe & Co.		
100	H.D. Smetham, J. M. R. v. Smetham, B. . . . .	W. Stubbs . . . . .	Norris & Co.	
101	H.D. Croydon v. Croydon & Hurst . . . . .	Steadman & Co.		

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
<b>BEFORE THE COURT ITSELF—PROBATE AND DEFENDED DIVORCE.</b>				
1 W.J.S.	Burton, O. L. v. Burton, A. L.	Page & Scorer	Walker, Son & Field.	
2 W.J.S.	Jacobs, F. v. Jacobs, H. L.	H. I. Sydney	In Person.	
3 W.J.S.	Schlesinger, A. v. Schlesinger, H.	Noon & Clarke	Osborne & Osborne.	
4 W.D.	Roebuck, E. v. Roebuck, J. B.	O. W. Langford	J. H. Foord.	
5 H.D.	Hall v. Hall & Grant	Gibson & Weldon	Prior & Co.	
6 W.D.	Stone, M. S. v. Stone, A.	Robbins, Billing & Co.	Ford & Ford.	
7 W.D.	Tunncliffe v. Tunncliffe (Mullinar cited)	Sims & Syms	Rowcliffes & Co.	Sims & Syms for party cited.
8 W.J.S.	Tollemache v. Tollemache, M. G.	C. Russell & Co.	Dawes & Sons.	
9 P.	{John, dec. Smith & anr. v. Merriman & ors.	F. B. Blyth	{H. Ponter. R. H. Blyth.	
10 W.D.	Wade, S. J. v. Wade, E.	Sanders & Harding	Corbin & Co.	
11 H.D.	White v. White & Elston	Terrell & Co.	W. Butcher.	
12 H.D.	White v. White & Spooner	Greenwood & Greenwood.	E. V. Young & Co.	In Person.
13 W.J.S.	Ellis, G. L. v. Ellis, H. P.	C. Rogers	In Person.	
14 W.D.	Gréliche v. Gréliche orse. Massotier	Tatham & Co.	Woosnam & Smith.	
15 H.D.	Gray v. Gray & Paine	F. Smoothy	Keen, Rogers & Co.	Keen, Rogers & Co.
16 H.D.	Simpson v. Simpson & Winmill	Metcalf & Co.	Kingsford & Co.	
17 H.D.	Bennett v. Bennett & Fortnum orse. Fortman	E. C. Ellis	Lee, Oakerby & Co.	
18 H.D.	Mattick v. Mattick & Mattick	H. A. Lawrance	Keen, Rogers & Co.	
19 {W.R. C.R.	Hickman, H. v. Hickman, A. A. L.	Jaques & Co.	Firth & Co.	
20 H.D.	Smith v. Smith & Hammond	Headley & Roberts	W. P. Davies.	W. P. Davies.
21 W.J.S.	Fox, M. A. v. Fox, P.	W. G. Kent	Spencer, Chapman Co.	
22 P.	{Hoar, dec. Hoar v. Hoar orse. Gobie	A. W. Mills	S. J. W. Smith.	
23 H.D.	Bentley v. Bentley & Spackman	Lewis & Lewis	W. H. Armstrong	C. & E. Woodroffe.
24 H.D.	Braham v. Braham & Turaer	F. Fitz Payne	Hamlin & Co.	H. H. Austwick.
25 H.D.	Day v. Day & Lovell	Powell & Rogers	Crossman & Co.	F. W. Webb.
26 W.D.	Hamilton, O. M. A. v. Hamilton, C. E. A. W.	Lewis & Lewis	Campbell, Beeves & Co.	
27 H.D.	Howard v. Howard & Drew (King's Proctor shewing cause)	J. A. Lound.		
28 H.D.	Norman v. Norman & Fitzgerald	G. Whale	Lee & Pemberton	Cunliffe & Co.
29 W.D.	Sainsbury, S. v. Sainsbury, J. (King's Proctor shewing cause)	H. Jacob.		
30 P.	{Fill, dec. Russell & anr. v. Goulden	Long & Gardner	Rodgers & Gilbert.	
31 H.D.	Kirby v. Kirby & Richardson	Jennings, Son & Allen	Linnett & Co.	Edwards & Coln.
32 W.D.	Prideaux, E. M. v. Prideaux, H. S.	Beardall & Co.	A. Myers.	
33 P.	{Clarke, dec. Clarke v. Denning & ors.	King, Wigg & Co.	{Gears & Pease for Denning. Price & McKenzie for M. A. Hawker. Hibell In Person.	
34 H.D.	James, J. M. v. James, S. A.	Peacock & Goddard	Huberts & Co.	
35 H.D.	Jones v. Jones & Morspuss	J. Mitchell	Thornicroft & Willis	Maude, Tunncliffe & Co.
36 W.J.S.	Gillespie, C. L. v. Gillespie, W. H.	Phillips & Co.	W. C. O. Green.	
<b>COMMON JURIES.</b>				
1 H.D.	Roberts v. Roberts, Foulcks & Jones	Huntley & Son	T. D. Jones	T. D. Jones. Benson In Person.
2 H.D.	Spink v. Spink, Benson & Darwent	Smith & Hudson	In Person.	McDiarmid & Hill for Darwent.
3 H.D.	Wade v. Wade & Mitchell	Palmer & Robinson	Wood & Wootton.	Wood & Wootton.
4 P.	{Johnson, dec. Johnson v. Johnson	Waterhouse & Co.	Greville & Co.	
5 H.D.	Robinson v. Robinson & Coombes	A. Newton & Co.	Malkin & Co.	Malkin & Co.
6 P.	{Bailey, dec. Bailey v. Atwater	Trass & Enever	A. F. Oddy.	
7 P.	{Hornblower, dec. Leslie v. Hornblower.	Hulbert & Co.	Cowl & Co.	
8 H.D.	Taylor v. Taylor & Barnes	F. O. Hopson	A. M. G. Williams	A. M. G. Williams.

No.	NAME OF CAUSE.	SOLICITORS.		
		Plaintiff's.	Defendant's.	Co-Respondent's.
9	H.D. Bastow v. Bastow & Buck	Osbaldoston & Co.		
10	P. {Nicholson, dec.			
11	H.D. {Morgan v. Nicholson	Greenop & Son	Edwards, Heron & Co.	Biggs & Co.
12	P. {Curtis v. Curtis & Ffennell	Pye & Parrott	Biggs & Co.	
	{Hughes, dec.			
	{Salisbury v. Pierce	A. Stokes	Guscotto & Co.	
13	H.D. Howarth v. Howarth, Orme & Hirst	Chester & C.	Pritchard, Englefield & Co.	Pritchard, Englefield & Co. Hirst, Buak & Co. f Orme.
14	P. {Spours, dec.			
	{Spours v. Spours orae. Hughff & au.	Williams & Neville	Milner & Bickford.	
15	W.D. Ryder, H. L. v. Ryder, H. F. J.	W. J. Scales	Wells & Sons.	
16	H.D. Harper v. Harper & Harris	Goodale & Hobson	Sharpe, Parker & Co.	
17	P. {Kershaw, dec.			
	{Kershaw & au. v. Kershaw	G. W. Byrne	Buak & Co.	
18	H.D. Lambert v. Lambert & Wardle	Ward, Bowie & Co.	Blair & Girling	Blair & Girling.
19	H.D. Worsley v. Worsley & Worsley	Hare & Co.	G. H. Daniell	
20	H.D. Barrett v. Barrett & Austin	Harding & Leggett	Baker & Freeman	Hewitt & Urquhart
21	H.D. Brown v. Brown & Brown	Hamlin & Co.		Walls & Stallard.
22	H.D. Peters v. Peters & Norman	C. V. Young & Co.		Smith, Fawdon & Lo
23	H.D. Steele v. Steele & Padget	Woodsnam & Smith.		
24	H.D. Peace v. Peace & Wilson	Virtue & Co.		
25	H.D. Kirmse v. Kirmse & Ward	R. W. Robinson	Ward & Co.	Ward & Co.
26	H.D. Davies v. Davies & Edwards	Woodsnam & Smith		T. D. Jones.
27	P. {Woodward, dec.			
	{How v. Cooper	Belfrage & Co.	Le Brasseur & Oakley.	
28	H.D. Craymer v. Craymer & Williams	T. D. Jones	Stewart & Ainger	Stewart & Ainger.
29	W.D. Brown, A. v. Brown, C. R.	Helder & Co.		

SPECIAL JURIES.

1	H.D. Hartopp v. Hartopp & Cowley	Lewis & Lewis	Wentner & Son	Collyer-Bristow & Co
2	W.D. Richardson, F. v. Richardson, H. (Richardson, J. cited)	Lewis & Lew s	In Person.	
3	W.J.S. Harland v. Harland	T. D. Dutton	Scott & Co.	
	H.D. Harland v. Harland & Acheson	Scott & Co.	T. D. Dutton.	
4	W.J.S. Constable v. Constable	Clayton & Co.	Ray & Co.	
	H.D. Constable v. Constable & Turner	Ray & Co.	Clayton & Co.	Clayton & Co.
5	H.D. Tapper v. Tapper, Delay & Stimpson the younger	Calkin & Co.	C. W. L. Brewer	{Grubb & Troughton for Delay. Godfrey & Webb Stimpson.
6	P. {Chrisfield, dec.			
	{Greensted v. Charlton & ors.	Satchell & Chapple	A. Wintle.	

SUMMARY OF PROBATE ACTIONS AND MATRIMONIAL CAUSES.

Causes before Court itself—Undefended	101
Causes before Court itself—Defended	36
Common Juries	29
Special Juries.	6

Total Actions and Causes .. 172

PROBATE ACTIONS and MATRIMONIAL CAUSES standing over by Consent or otherwise, or stayed by order: To be replaced in the List of Causes for hearing on the Petitioner giving Ten days' Notice in writing to the other parties for whom an appearance has been entered, and filing a Copy of such Notice in the Registry.

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
<b>MICHAELMAS, 1899.</b>				
1	W.J.S. Green, A. E. v. Green, E. W. 469. . . (def.)	Jennings, Son & Allen.	C. W. Marriott.	
2	H.D. Vizard v. Vizard & Griffiths. 19978 . . (O.J.)	Riddell & Co. . .	Ward, Bowie & Co. . .	H. Jacobs.
3	H.D. Barclay v. Barclay & Chetwynd . . . (S.J.)	Gedge, Kirby & Millett.	{ Long & Gardner. Wontner & Sons. G. W. Wallis.	
<b>MICHAELMAS, 1900.</b>				
4	W.J.S. Graves, M. A. v. Graves, H. . . . (def.)	H. A. Sims . . .	Ford & Ford.	
5	{ H.R. O.R. } Getty, W. v. Getty, C. B. . . . (def.)	Busk, Mellor & Co. . .	T. B. & W. Nelson.	
6	W.D. Graves, E. M. K. C. v. Graves, C. J. (def.) stayed	W. L. Walker . . .	In Person.	
7	H.D. Clarke v. Clarke & Page . . . (def.) stay sec.	Windsor & Co. . .	R. P. H. Watts . . .	J. Morley.
8	H.D. Hughes v. Hughes, Taubflichen and Bayer . . (def.) stay sec.	C. V. Young & Co. . .	Lewis & Lewis.	
9	W.D. Phillips, L. M. v. Phillips, A. E. . . . (undef.)	Andrews & Andrews.		
10	H.N. Birch v. Birch orse. Howarth . (in camera) (def.) stay sec.	E. Fitz-Gerald . . .	H. B. Sewell.	
11	W.J.S. Hawkins, A. E. v. Hawkins, J. S. R. . . (undef.)	Dunns, Baker & Co..	Preston, Stow & Co.	
12	W.J.S. Spurr, M. W. v. Spurr, M. B. . . . (undef.)	In Person.		
13	W.J.S. White, M. F. v. White, F. J. . . . (C.J.)	Walker & Rowe . . .	Blair & Girling.	
14	W.D. Theobald, E. E. v. Theobald, A. G. . . (def.)	Biggs, Roche & Co..	Cameron & Co.	
15	H.D. Lines v. Lines & Thorp. . . . (def.) stay sec.	Smiles & Co. . . .	H. A. Sims . . .	H. A. Sims.
16	H.D. Sturges v. Sturges & Lapthorne . . (def.) stay sec.	Apps & Son . . .	W. H. Curtis.	
17	W.J.S. Lloyd-Roberts, F. G. M. v. Lloyd-Roberts, G. H. (def.)	T. White & Sons. . .	Soames & Co.	
18	W.J.S. McAvoy, V. v. McAvoy, F. W. . . . (def.)	W. H. Armstrong . .	Wells & Son.	
19	W.J.S. Dickinson, M. v. Dickinson, J. F. . . (C.J.) stayed	J. A. Whitehead. . .	Marsden & Son.	
20	{ W.R. O.R. } Grant, H. M. v. Grant, J. . . . (def.)	H. E. Moojen. . . .	Howard & Shelton.	
21	W.D. Warwick, J. F. v. Warwick, G. J. . . . (def.)	Turner & Co. . . .	Colyer & Colyer.	
22	W.J.S. Bennett, R. M. v. Bennett, J. M. . . . (def.)	J. K. Torkington. . .	F. A. S. Stern.	
<b>MICHAELMAS, 1901.</b>				
23	W.D. Krause, M. J. F. E. v. Krause, J. G. W. (def.) stayed	Goldberg & Co. . . .	Woosnam & Smith.	
24	H.D. Tittley v. Tittley & Walsh . . . (def.) stay sec.	A. Syrett . . . .	Stewart & Ainger.	
25	H.D. Goodwin v. Goodwin & Bentley . . . (C.J.)	Osborn & Osborn. . .	{ H. Mear. Sharpe, Parkers & Co.	
26	W.D. West, A. E. v. West, E. J. W . . . (undef.)	G. B. W. Digby . . .		
27	W.D. Wright v. Wright, Moutrie & Dark . . cited (def.)	Colyer & Colyer . . .	H. Rumney . . .	F. Cherry for Moutrie
28	W.J.S. Hulme, E. E. M. v. Hulme, A. E. . . . (undef.)	Prior & Co.		
29	W.J.S. Martin, J. H. v. Martin, A. J. . . . (def.)	Osborn & Osborn . . .	Plunket & Leader.	
30	W.D. Orton, F. v. Orton, W. E. . . . (S.J.)	Lewis & Lewis . . .	Peacock & Goddard.	
31	W.D. Barry, K. V. M. v. Barry, J. H. . . . (def.)	Booth & Smee . . .	Harcourt & Co.	
32	H.D. Evans v. Evans & Dorling . . . (C.J.) stay sec.	Upton & Britton . . .	Stewart & Ainger.	
33	W.J.S. Marsland, A. v. Marsland, F. . . . (def.) stay sec.	Hewitt & Urquhart . .	Rowcliffes & Co.	
34	H.N. Yules v. Yules orse. Solomon . . . (def.) stay sec.	Hamlin & Co. . . .	A. Solomon.	
35	H.D. Woles v. Wales & Fenton . . . (def.) stay sec.	Hanne & Son. . . .	W. N. M. Scuttis.	
36	H.D. Phillips v. Phillips & Campbell . . (def.) stay sec.	Headley & Roberts . .	Chapman & Stonehouse.	
37	H.D. Dürrschmidt v. Dürrschmidt & Fischer (C.J.) stay sec.	Lee, Ockerby & Co. . .	H. H. Price . . .	H. H. Price
38	H.D. McGill v. McGill & Lees . . . (C.J.) stay sec.	W. L. Walter . . . .	Smiles & Litchfield.	
39	H.D. Goodwin v. Goodwin, White & Smith (S.J.) stay sec.	Everett & Hodgkinson	J. B. & F. Purchase . .	L. Stroud for White.
40	H.D. Hulin v. Hulin & Evans . . . . (undef.)	Judge & Priestley . . .		
41	{ W.R. O.R. } Archer, A. E. v. Archer, A. J. . . . (def.)	F. A. S. Stern . . . .	Osborn & Osborn.	
42	W.D. Dering, E. A. v. Dering, D. N. . . . (undef.)	Bate & Co.		
43	W.J.S. Betts, R. v. Betts, F. . . . . (def.)	Woodcock & Co. . . .	Stanley, Evans & Co.	
44	H.D. Bennett v. Bennett & Broadly . . (def.) stay sec.	J. Mills . . . .	L. S. Saunt	
45	H.D. Adams v. Adams & Mills . . . . (C.J.) stay sec.	Busk & Co. . . .	H. A. Maude . . .	H. A. Maude.
46	H.D. Smith v. Smith & Lane. . . . (C.J.) stay sec.	Ward, Bowie & Co.	Whitlock & Storr.	

No.	NAME OF CAUSE.	SOLICITORS.		
		Petitioner's.	Respondent's.	Co-Respondent's.
<b>MICHAELMAS, 1902.</b>				
47	H.D. Baker v. Baker & Stokes . . . (def.) stay sec.	Robinson & Bradley .	Pyke & Parrott.	
48	H.D. Estill v. Estill & Wilkinson . . . (def.) stay sec.	J. E. & H. Scott . .	{ Bell, Brodrick & Co. Williamson, Hill & Co.	
49	H.D. Hopkins v. Hopkins & Jocelyn . . . (C.J.) stay sec.	Taylor, Hoare & Co..	Baker & Francis . .	Baker & Francis.
50	H.D. Jones v. Jones, Samphor & Jones . . . (C.J.) stay sec.	Lloyd George & Co..	Hughes & Hughes . .	Hughes & Hughes.
51	H.D. Harris v. Harris & Edkins . . . (C.J.) stay sec.	F. W. Webb . . .	{ Stewart & Ainger. Paines & Co.	

**CIRCUITS OF THE JUDGES.**

*The following Judges will remain in Town:—WILLS J., LAWRENCE J., BRUCE J., RIDLEY J., BIGHAM J. and DARLING J. during the whole of the Circuits; the other Judges till their respective Commission Days.*

AUTUMN ASSIZES, 1902.	MIDLAND.	OXFORD.	S. EASTERN.	WESTERN.	N. EASTERN.	N. & S. WALES AND CHESTER.	NORTHERN.	AUTUMN ASSIZES, 1902.
Commission Days.	L. C. J. of England.	Phillimore J.	Grantham J.	Wright J.	Kennedy J. Channell J.	Bucknill J.	Walton J. Jelf J.	Commission Days.
Saturday, Oct. 25	.. ..	.. ..	Cambridge	Salisbury	.. ..	Carmarvon	.. ..	Saturday, Oct. 25
Wednesday, " 29	.. ..	.. ..	Norwich	.. ..	.. ..	Ruthin	.. ..	Wednesday, " 29
Thursday, " 30	.. ..	.. ..	.. ..	Dorchester	.. ..	.. ..	.. ..	Thursday, " 30
Saturday, Nov. 1	.. ..	.. ..	.. ..	.. ..	.. ..	Chester	.. ..	Saturday, Nov. 1
Monday, " 8	.. ..	.. ..	.. ..	Taunton	.. ..	.. ..	Carlisle	Monday, " 8
Tuesday, " 4	.. ..	.. ..	Ipswich	.. ..	.. ..	.. ..	.. ..	Tuesday, " 4
Wednesday, " 5	.. ..	Reading	.. ..	.. ..	.. ..	.. ..	Lancaster	Wednesday, " 5
Saturday, " 8	.. ..	Oxford	.. ..	Bodmin	.. ..	Carmarthen	.. ..	Saturday, " 8
Monday, " 10	Aylesbury	.. ..	.. ..	.. ..	.. ..	.. ..	Manchester 2 (Civil and Criminal)	Monday, " 10
Tuesday, " 11	.. ..	Worcester	Chelmsford	.. ..	.. ..	.. ..	.. ..	Tuesday, " 11
Wednesday, " 12	Bedford	.. ..	.. ..	.. ..	.. ..	Brecon	.. ..	Wednesday, " 12
Thursday, " 13	.. ..	.. ..	.. ..	Exeter	.. ..	.. ..	.. ..	Thursday, " 13
Saturday, " 15	Northampton	Gloucester	.. ..	.. ..	.. ..	Swansea	.. ..	Saturday, " 15
Monday, " 17	.. ..	.. ..	.. ..	.. ..	Newcastle	.. ..	.. ..	Monday, " 17
Tuesday, " 18	.. ..	.. ..	Hertford	.. ..	.. ..	.. ..	.. ..	Tuesday, " 18
Wednesday, " 19	Leicester	.. ..	.. ..	Winchester	.. ..	.. ..	.. ..	Wednesday, " 19
Thursday, " 20	.. ..	Monmouth	.. ..	.. ..	Durham	.. ..	.. ..	Thursday, " 20
Friday, " 21	.. ..	.. ..	Lewes	.. ..	.. ..	.. ..	.. ..	Friday, " 21
Saturday, " 22	.. ..	.. ..	.. ..	.. ..	.. ..	(Civil Business)	.. ..	Saturday, " 22
Monday, " 24	Lincoln	Hereford	.. ..	.. ..	.. ..	.. ..	.. ..	Monday, " 24
Thursday, " 27	.. ..	Shrewsbury	.. ..	Bristol	.. ..	.. ..	Liverpool 2 (Civil and Criminal)	Thursday, " 27
Friday, " 28	Derby	.. ..	Maidstone	.. ..	York	.. ..	.. ..	Friday, " 28
Monday, Dec. 1	.. ..	Stafford	.. ..	.. ..	.. ..	.. ..	.. ..	Monday, Dec. 1
Tuesday, " 2	Nottingham	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Tuesday, " 2
Thursday, " 4	.. ..	.. ..	.. ..	.. ..	Leeds 2	(End)	.. ..	Thursday, " 4
Friday, " 5	Warwick	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	Friday, " 5
Monday, " 8	.. ..	.. ..	Guildford	.. ..	.. ..	.. ..	.. ..	Monday, " 8
Tuesday, " 9	.. ..	Birmingham 2 (Civil and Criminal)	.. ..	(End)	.. ..	.. ..	.. ..	Tuesday, " 9
Saturday, " 20	.. ..	(End)	(End)	.. ..	(End)	.. ..	End	Saturday, " 20

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KNEEWELL.	MR. JUSTICE BRANK.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Oct. 27	Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson	Mr. Church	Mr. Theed	Mr. Carrington	Mr. Greswell
Tuesday, " 28	" Carrington	" King	" R. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Church
Wednesday, " 29	" Pemberton	" Farmer	" Godfrey	" Jackson	" Church	" Theed	" Carrington	" W. Leach
Thursday, " 30	" Jackson	" King	" R. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Theed
Friday, " 31	" R. Leach	" Farmer	" Godfrey	" Jackson	" Church	" Theed	" Carrington	" King
Saturday, Nov. 1	" Godfrey	" King	" R. Leach	" Pemberton	" Greswell	" W. Leach	" Beal	" Farmer

\* The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days inclusive.

HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 8th day of August, 1902.

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice JOYCE (1902—S.—No. 1,797).

Between The Staffordshire Financial Company Limited and Press Limited (in liquidation).

HALSBURY C.

APPOINTMENT.

H. R. Mansel Jones, Esq., of Lincoln's Inn, has been appointed Judge of County Courts, Circuit No. 18, in succession to his Honour Judge Waddy, K.O., resigned.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

James Meymott Etches and Hugh Booth Lee (Etches & Lee), Solicitors, Whitechurch, Salop, by mutual consent as from October 18. The said business will be carried on by J. M. Etches alone.

John William Griffith and Charles Thomas Allard (Griffith & Allard), Solicitors, Llanrwst, Denbigh, by mutual consent as from June 30. The said J. W. Griffith will continue the said practice on his own account.

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## COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1902.

## ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KREWSON.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINEN HADY.
Monday, Nov. 3	Mr. Farmer	Mr. Church	Mr. King	Mr. Beal	Mr. W. Leach	Mr. Pemberton	Mr. R. Leach	Mr. Godfrey
Monday " 4	" King	" Greswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" R. Leach
Tuesday " 5	" Theed	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Jackson
Monday " 6	" W. Leach	" Greswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey	" Pemberton
Monday " 7	" Greswell	" Church	" King	" Beal	" W. Leach	" Pemberton	" R. Leach	" Carrington
Monday " 8	" Church	" Greswell	" Farmer	" Carrington	" Theed	" Jackson	" Godfrey.	" Beal

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**LIST OF BUSINESS  
FOR THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.**

*NOVEMBER and DECEMBER, 1902.*

(The Sittings will commence on Tuesday, the 11th November, 1902, at half-past ten a.m.)

**INDIAN APPEALS.**

Cases.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Labri Bibee and Another (representatives of Brahmoo Dutt, deceased) . . . . . v. Harmodas Ghose . . . . . (For further hearing.)	Bengal . . . . .	24 June 1901	11 Apr. 1902	Whether Respondent is entitled on the ground of minority to cancel a mortgage deed executed by him to Brahmoo Dutt; concurrent findings.	A. . . . . Watkins & Lempriere. R. . . . . W. W. Box.
Mohar Ali Khan . . . . . v. Musman Ara Begam and Another . . . . . Mohar Ali Khan . . . . . v. Musman Ara Begam and Another . . . . . (Unaided Appeals.)	Oudh . . . . .	2 Jan. 1901	5 June 1902	Whether the will of one Zaib-un-nissa was invalid, and if it was, whether the Respondents are entitled as heirs to succeed to her estate on an intestacy.	A. . . . . Watkins & Lempriere. R. . . . . T. L. Wilson & Co. A. . . . . Watkins & Lempriere. R. . . . . T. L. Wilson & Co.
Musman Ara Begam and Another . . . . . v. Anugra Narain Singh . . . . . v. Sudhry Hanuman Sahai.	Bengal . . . . .	11 Mar. 1901	10 July 1902	Disputed title to certain property; alleged invalidity of a <i>kobala</i> (conveyance) under which Respondent claims.	A. . . . . Watkins & Lempriere. R. . . . . Dallimore & Son.
Milba Sah (since deceased) and Another . . . . . v. Suzli Dhar and Others.	Oudh . . . . .	12 Oct. 1898	11 July 1902	Whether Respondents are entitled to redeem a mortgage— <i>res judicata</i> .	A. . . . . Young, Jackson Beard & King. — <i>Ex parte</i> .
Parakanath Sadanand Kale . . . . . v. Macherrhaw Bomonji Choudhri . . . . .	Bombay . . . . .	27 Feb. 1900	19 July 1902	Whether a conveyance by Appellant of part of his family property was induced by fraud and should be set aside.	A. . . . . Payne & Lattey. R. . . . . Ashurst, Morris Crisp & Co.
Raja Jagadindra Nath Bahadur . . . . . v. Secretary of State for India in Council . . . . .	Bengal . . . . .	12 Aug. 1901	26 Aug. 1902	Whether certain land claimed by the Appellant is a re-formation on original sites of his land and consequently not liable to assessment to revenue.	A. . . . . T. L. Wilson & Co. R. . . . . Solicitor, India Office.
Prin Satrupa Koer . . . . . v. Prin Hulas Koer . . . . .	Oudh . . . . .	17 July 1901	4 Sept. 1902	Whether Respondent is entitled by way of maintenance to the profits of two villages under an alleged grant and subsequent will in her favour by Appellant's predecessors, or alternatively under either of the instruments.	A. . . . . Gordon, Dalbiac & Pugh. R. . . . . T. L. Wilson & Co.
Raja Joe Bahadur . . . . . v. Parthasaradhi Appa Row and Others (representatives of Raja Pammamma Row Bahadur deceased).	Madras . . . . .	14 Dec. 1898	10 Sept. 1902	Whether a certain <i>muttah</i> was granted for mere enjoyment or absolutely; limitation.	A. . . . . Frank Richardson & Sadler. R. . . . . B. T. Tasker.
Narain Joshi . . . . . v. Anneswar Narain Mahta and Others . . . . .	Bengal . . . . .	8 May 1900	6 Oct. 1902	Whether the High Court rightly held that it had no jurisdiction to hear an Appeal to it by Appellant.	A. . . . . T. L. Wilson & Co. — <i>Ex parte</i> .

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Chowdry Ganesh Dutt Thakoor and Others . . . v. Jewachh Thakurain . . .	Bengal . . . . .	7 Jan. 1901	20 Oct. 1902	Whether Respondent is entitled to her deceased husband's share in certain family property, on the ground that at the time of his death he was separate from the family; limitation.	A. . . W. W. Box. R. . . T. L. Wilson & Co.
The Gaekwar Sarkar of Baroda and The Bombay, Baroda, and Central India Railway Company . . . v. Gandhi Kachrabhai Kas- turchand . . . . .	Bombay . . . . .	10 July 1901	30 Oct. 1902	Whether Appellants are liable to Respondent for damage caused by the flooding of his lands in consequence of the alleged defective construction of a railway line.	A. . . Dollman & Pitt- chard. R. . . Holman, Birdwood & Co.

## COLONIAL APPEALS.

Cause.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Mort's Dock and Engineer- ing Company, Limited, . . v. Wadey . . . . .	New South Wales . .	28 Jan. 1902	30 July 1902	Whether Respondent is entitled to damages for not having been allowed to complete a contract to do certain works for Appellants; construction of an agreement; demurrer.	A. . . Light & Galbraith R. . . Clapham, Fitch & Co.
The King. . . . . v. Fisher. . . . .	Victoria . . . . .	27 Feb. 1902	14 Aug. 1902	Whether Respondents are entitled to recover sums deducted from their respective salaries as residential rent in respect of official buildings occupied by them—Public Service Acts, 1883 and 1890.	A. . . Freshfields R. . . Baker & Naima
The King. . . . . v. Bull . . . . .	Victoria . . . . .	27 Feb. 1902	14 Aug. 1902		A. . . Freshfields. R. . . Baker & Naima.
Wise . . . . . v. The Perpetual Trustee Com- pany, Limited (executors of W. H. Paling, de- ceased) . . . . .	New South Wales . .	29 Jan. 1901	14 Aug. 1902		A. . . George Slade. R. . . Kimbers & Bos- man.
Wallis and Others . . . . v. The Solicitor-General for New Zealand . . . . .	New Zealand . . . .	8 Apr. 1902	15 Aug. 1902	Whether certain real property and accumulations of income thereof have become vested in the Crown or are subject to a trust for charitable uses under the <i>ex-pres</i> doctrine.	A. . . Phelps, Sidgwick & Biddle. R. . . Mackrell, Maitland Godlee & Quin- cey.
Josef and Others. . . . . v. Mulder and Others . . . .	Cape of Good Hope	7 Dec. 1901	15 Sept. 1902	Construction of an instrument purporting to bequeath a share in a farm; nature of the transferee's interest.	A. . . Williamson, Hill & Co. R. . . Charles A. Ban- nister & Rey- nolds.

## PATENT CASE. (To fix day of hearing.)

Matter.	Petition Lodged.	Subject.	Solicitors.	
Wüterich's Patent. . . . . (Device for tobacco pipes, &c., to prevent nicotine reaching the mouth of the smoker.)	26 July 1902	Extension of Letters Patent, dated the 22nd February, 1889, No. 3199.	Pet.	Allingham & Heys-Jones.

## JUDGMENTS.

Cause.	Whence;	Record received	Set down for Hearing.	Subject.	Solicitors.
The Collector of Voters for the Electoral District of Vancouver City and The Attorney-General for British Columbia . . . .	British Columbia . . . .	3 June 1901	5 Mar. 1902	Whether an enactment providing that no Japanese shall have his name placed on the register of voters for any electoral district was <i>intra vires</i> of the Provincial Legislature; Provincial Elections Act (R.S. of B.C. 1897, c. 67); British North America Act, 1867. <i>Special leave to appeal granted.</i>	A. . . . Gard, Rook & Winterbotham.  R. . . . S. V. Blake. Charles Russell & Co.
<i>v.</i> Toney Homma and The Attorney-General for the Dominion of Canada . . . . (Heard 4 July, 1902. Present: The Lord Chancellor, Lords Macnaghten, Davey, Robertson and Lindley.)					
Lambe and Another . . . .	Quebec . . . .	10 Oct. 1901	27 May 1902	Whether certain shares and other property passing under the will of one Gilmour were liable to succession duty under the Succession Duty Acts, 1892, 1891, and 1895 (Quebec).	A. . . . Charles Russell & Co. R. . . . Simpson & Co.
<i>v.</i> Manuel and Others . . . . (Heard 4 and 7 July, 1902. Present: The Lord Chancellor, Lords Macnaghten, Davey, Robertson, and Lindley.)					
The Ontario Mining Company, Limited, and The Attorney-General for the Dominion of Canada . . . .	Canada . . . .	10 June 1902	18 June 1902	Title to certain lands and the precious metals therein; whether certain Letters Patent issued by the Dominion Government validly conveyed the title in fee; Indian Reserves; British North America Act, 1867. <i>Special leave to appeal granted.</i>	A. . . . Harrison & Powell. Charles Russell & Co.  R. . . . S. V. Blake.
<i>v.</i> Reybold and Others and The Attorney-General for the Province of Ontario . . . . (Heard 7 and 8 July, 1902. Present: The Lord Chancellor, Lords Macnaghten, Davey, Robertson, and Lindley.)					
The Attorney-General for the Province of Ontario . . . .	Canada . . . .	11 June 1902	20 June 1902	Claim by Quebec against Ontario in respect of "The Common School Fund"; whether claim within jurisdiction of the Board of Arbitrators appointed to settle the same. <i>Special leave to appeal granted.</i>	A. . . . S. V. Blake.  R. . . . Charles Russell & Co.
<i>v.</i> The Attorney-General for the Province of Quebec . . . . (Heard 10 July, 1902. Present: The Lord Chancellor, Lords Macnaghten, Davey, Robertson, and Lindley.)					
The Kensington Land Company and Others . . . .	Quebec . . . .	22 Oct. 1901	5 June 1902	Whether the Respondent Company has an enforceable hypothecary charge on certain property belonging to the Appellant Land Company.	A. . . . Simpson & Co.  R. . . . Bompas, Bischoff, Dodgson, Cox & Bompas.
<i>v.</i> The Canada Industrial Company . . . . (Heard 11, 14, and 15 July, 1902. Present: The Lord Chancellor, Lords Macnaghten, Davey, Robertson, and Lindley.)					
The Bank of Toronto . . . .	Quebec . . . .	2 Apr. 1902	11 June 1902	Whether the Appellant Bank as assignee of a fire policy issued by the Respondent Company is entitled to recover thereunder; allegations that the policy is void and the notice of assignment insufficient.	A. . . . Charles Russell & Co. R. . . . S. V. Blake.
<i>v.</i> The St. Lawrence Fire Insurance Company . . . . (Heard 15 and 17 July, 1902. Present: The Lord Chancellor, Lords Macnaghten, Davey, Robertson, and Lindley.)					

Cases.	Whence.	Record received.	Set down for Hearing.	Subject.	Solicitors.
Jagatpal Singh . . . . . v. Raja Jageshwar Bakhsh Singh and Another . . . . . (Heard 8 and 18 July, 1902. Present: Lords Davey and Robertson, Sir Andrew Scoble, Sir Arthur Wilson, and Sir John Bonser.)	Oudh . . . . .	1 Feb. 1901	18 June 1902	Title to the <i>taluqa</i> of Darathpur; Oudh Estates Act (1 of 1869).	A. . . Young, Jackson, Beard & King. R. . . T. L. Wilson & Co.
Kieffer . . . . . v. Le Séminaire de Québec . . . . . Le Séminaire de Québec . . . . . v. Kieffer . . . . . (Appeal and Cross-Appeal consolidated.) (Heard 21 and 23 July, 1902. Present: Lords Macnaghten, Davey, Robertson, and Lindley.)	Quebec . . . . .	16 Dec. 1901	17 June 1902	Whether, and, if so, to what extent, the Seminary is liable to Kieffer for damage alleged to have been suffered by him in consequence of certain works executed on property owned by the Seminary.	A. . . S. V. Blake. R. . . Simpson & Co. A. . . Simpson & Co. R. . . S. V. Blake.
The Imperial Bank of Canada . . . . . v. The Bank of Hamilton . . . . . (Heard 30 July, 1902. Present: Lords Macnaghten, Robertson, and Lindley, and Sir Arthur Wilson.)	Canada . . . . .	10 Dec. 1901	13 June 1902	Whether Respondents are entitled to recover from Appellants a certain sum as having been paid under a mistake; alleged estoppel by negligence. <i>Special leave to appeal granted.</i>	A. . . S. V. Blake. R. . . Harrison & Potts
Ram Pershad Singh and Others . . . . . v. Lakhpati Koer and Another (Heard 22, 24, 25, 29, and 31 July, and 1 August, 1902. Present: Lords Davey and Robertson, Sir Andrew Scoble, Sir Arthur Wilson, and Sir John Bonser.)	Bengal . . . . .	1 Oct. 1900	28 May 1902	Whether at the time of his death one Tiluckdhari and the Appellants constituted a joint undivided Hindu family, and Appellants are therefore entitled to recover certain properties from Respondents, Tiluckdhari's widows.	A. . . Watkins & Lippincott R. . . T. L. Wilson & Co.

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KEENEWICK.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JONES.	MR. JUSTICE SWANSON.
Monday, Nov. 10	Mr. Pemberton	Mr. W. Leach	Mr. Greswell	Mr. Godfrey	Mr. Jackson	Mr. Carrington	Mr. Farmer	Mr. Theal
Tuesday, " 11	" Jackson	" Theed	" Church	" R. Leach	" Pemberton	" Beal	" King	" W. Leach
Wednesday, " 12	" R. Leach	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" King
Thursday, " 13	" Godfrey	" Theed	" Church	" R. Leach	" Pemberton	" Beal	" King	" Farmer
Friday, " 14	" Beal	" W. Leach	" Greswell	" Godfrey	" Jackson	" Carrington	" Farmer	" Church
Saturday, " 15	" Carrington	" Theed	" Church	" R. Leach	" Pemberton	" Beal	" King	" Greswell

\* The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days included.

## HIGH COURT OF JUSTICE. CHANCERY DIVISION.

### TRANSFER OF ACTION.

#### ORDER OF COURT.

Tuesday, the 21st day of October, 1902.

I, HARDING STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

#### SCHEDULE.

Mr. Justice JOYCE (1902—R.—No. 1146).

[In the Matter of R. Gancia and Company, Limited.  
William Pohlman v. R. Gancia and Company, Limited.

HALSBURY C.

## COUNCIL OF LEGAL EDUCATION.

### MICHAELMAS TERM, 1902.

**SYLLABUS of a COURSE OF SIX LECTURES to be delivered by J. W. GORDON, Esq., on "The Principle of STARE DECISIS and the use of Precedent in English Law; its History, Nature and Scope."**

**1<sup>ST</sup> LECTURE.**—History—Common Law and the custom of the Realm—Traditional law—Early Courts of Common Law—King Edward I. and his reform—The Year Books—Oracular law—The first Digests—The private reporters—Coke's Reports and the old reporters—Saunders' Reports—Burrow's Reports and the later reporters—The stream of *Decisa*—*Stare decisis* in Chancery—The Ecclesiastical Chancellors—Lord Hardwicke's rule—Lord Eldon—The modern system: before the Judicature Acts; at the present time.

**2<sup>ND</sup> LECTURE.**—The logical principle—Contrasted systems—Precedent in Roman Law—*Responsa prudentum*—The Emperor's *sententia*—Precedent in English Law—Evidence of the custom of the Realm—*Cursus Curie*—Custom of Conveyancers—Custom of merchants—Tenures—Local customs—Interpretation—The principle of authority—Binding force of decisions in Appeal Courts—Of a line of coherent decisions—The principle of consistency—The Comity of Courts—Economy of thought and time—Courts of co-ordinate jurisdiction—The fusion of Courts and community of precedents—The principle of deference—Deference to the opinions of eminent lawyers: to decisions of foreign Courts: to professional opinion.

**3<sup>RD</sup> LECTURE.**—Machinery—The rudimentary machinery of early times—The Register—Books of entries—The Year Books—Old Digests—Ashe's Table—Brook's Abridgment, &c.—Reports—The early reporters—Coke's method—Reports of the time of Charles II.—The Eighteenth Century reports—Reporting under the old system—Journalist reports—The Council of Law Reporting—Special reports—The modern system—Digests and Text Books.

**4<sup>TH</sup> AND 5<sup>TH</sup> LECTURES.**—The principle of *Stare decisis* in practical working—The *decisum*—Classification of *decisa*—Original: serving as points of origin for a doctrine or a rule—Revisional: serving to adjust the expression of a known rule or to cure a misapprehension—Corroborative: serving to add weight to an existing rule—Expository: serving to expound a rule without adding to its binding force—The building up of a doctrine by means of

*decisa*—The starting point: laying the foundations: developing a theory: accumulating weight of authority: circumstances which add weight to a decision: long acceptance: contested point: deliberate consideration: conference of judges: authority of the tribunal: professional opinion—Modification of a doctrine by means of *decisa*—Conflicting authorities—Overruling—The art of distinguishing—Antiquated *decisa*—Policy of the law—*Quasi decisa*—*Obiter dictum*—*Dictum per inouriam*—Exceptions which prove their rules—Decision on an uncontested point—The form of a modern decision—Statement of facts—*Res gestæ*—Issues—Discussion of authorities—The point for decision—The conclusion—The subject-matter of judgments—Rights—Customs—Matters of procedure—The systematising of the law as developed in the reported proceedings of the Courts—Headnotes—Digests—Text Books.

**6<sup>TH</sup> LECTURE.**—The use of *decisa* by the advocate—Some general conclusions.

The Lectures will be delivered in the OLD HALL, LINCOLN'S INN.

The First Lecture will be delivered on—

THURSDAY, the 6th of November, at 8 p.m.,

and the Lectures will be continued at the same hour on subsequent Thursdays.

The Lectures will be open to all Members of the Inns of Court free, and to Gentlemen Non-Members on payment of a Fee of One Guinea for the Course.

Tickets for Non-Members to be obtained at the Office of the Council,  
Lincoln's Inn Hall, W.C.

## COUNCIL OF LEGAL EDUCATION.

### MICHAELMAS EXAMINATION, 1902.

#### GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

Held at Gray's Inn Hall, 14th, 15th, 16th and 17th October, 1902

#### FINAL EXAMINATION.

##### CLASS I.

(In order of merit.)

Wilabere, Alured Myddelton, Gray's Inn.  
Jacobs, Bertram, Inner Temple.  
Certificates of Honour.

##### CLASS II.

Baker, Harold Trevor, Inner Temple.  
Baynes, Norman Hepburn, Lincoln's Inn.  
Bretherton, Cyril Herbert Emanuel, Gray's Inn.  
Cameron, William Scott, Middle Temple.  
Cohen, George Hubert, Inner Temple.  
Dastur, Kaikobad Bhicaji, Gray's Inn.  
Fletcher, John Holland Ballett, Inner Temple.  
Freeman, Horace, Lincoln's Inn.  
Goldberg, Herbert Walter, Inner Temple.  
Gupta, Harnath Sahai, Lincoln's Inn.  
Holms, John Mitchell, Inner Temple.  
Keogh, James Lynch, Gray's Inn.  
Michelin, William Plunkett, Middle Temple.  
Nanco, Robert John, Gray's Inn.  
Norvill, Frederic Harvey, Inner Temple.  
Rawlence, Claud Vivian, Inner Temple.



Robertson, Henry George, Inner Temple.  
 Simpson, Edward Overend, Middle Temple.  
 Smith, Percival Freere, Inner Temple.  
 Williams, Ralph Augustin, Inner Temple.

## CLASS III.

Adams, John Coker, Inner Temple.  
 Aspinall, John Bridge, Middle Temple.  
 Bertie, Vere Frederick, Inner Temple.  
 Birch, Samuel, Gray's Inn.  
 Botry-Pigott, Dayrell, Middle Temple.  
 Burrows, Charles Lionel, Lincoln's Inn.  
 Combe, Robert George Nicholson, Middle Temple.  
 Cory-Wright, Dudley, Inner Temple.  
 Curtis-Bennett, Henry Honeywood, Middle Temple.  
 De Jager, Samuel Jacobus, Middle Temple.  
 Dorman, Bedford Lockwood, Inner Temple.  
 Dunbar, James, Lincoln's Inn.  
 Frean, William Peek, Lincoln's Inn.  
 Gadgil, Govind Kāshināth, Lincoln's Inn.  
 Gazder, Nusserwanji Byramji, Lincoln's Inn.  
 Hatley, David Harvey Johann, Middle Temple.  
 Hooper, Lewis John Eric, Inner Temple.  
 Hume, Edward Archibald, Lincoln's Inn.  
 Johnson, Eric Townsend, Inner Temple.  
 Kariapa, Apparandra Bohanna, Middle Temple.  
 Khairaz, Gullamhusein Bahimatula, Lincoln's Inn.  
 Kingsbury, George Chadwick, Middle Temple.  
 Lawton, Arthur, Lincoln's Inn.  
 Lemon, Arthur Henry, Lincoln's Inn.  
 Lubeck, Henry Lewis, Lincoln's Inn.  
 Maitland, John, Inner Temple.  
 Martindell, Ernest Walter, Lincoln's Inn.  
 Moore, Prince Edwin William, Middle Temple.  
 More, Jasper Frederick, Lincoln's Inn.  
 Morse, Francis Alfred Vivian, Middle Temple.  
 Mukerji, Sarat Sasi, Gray's Inn.  
 Mullick, Devendra Kumar, Gray's Inn.  
 Paschalis, Neoptolemus, Middle Temple.  
 Reiss, GOLFREY Emil, Inner Temple.  
 Rittner, George Hermann, Inner Temple.  
 Rorich, Charles William, Middle Temple.  
 Samad, Mohamed Abdul, Gray's Inn.  
 Sawhny, Both Raj, Lincoln's Inn.  
 Shee, Patrick, Lincoln's Inn.  
 Singh, Kanwar Maharaj, Middle Temple.  
 Smith, Thomas, Inner Temple.  
 Sutherland-Græme, Patrick Neale, Lincoln's Inn.  
 Taylour, Alfred Robert, Lincoln's Inn.  
 Thomas, Arthur Augustus, Inner Temple.  
 Tyabji, Faiz Hassan Budrudin, Middle Temple.  
 Valetta, John Paul, Inner Temple.  
 Viram, Musa Hassambhoy, Lincoln's Inn.  
 Wille, George, Middle Temple.

Examined, 82. Passed, 70.

Three Candidates were ordered not to be admitted for examination again until the Easter Examination, 1903.

The following Students passed in *Roman Law* :—

## CLASS I.

Screech, Alfred Leonard, Middle Temple.

## CLASS II.

Bury, William Stanley, Inner Temple.  
 Coombs, William Walter, Middle Temple.  
 Curtis, Richard Henry, Middle Temple.  
 Hepworth, George Musgrave, Inner Temple.  
 McKenna, Harold, Inner Temple.  
 Moor, William Ernest St. Clair, Middle Temple.  
 Porter, Alexander, Middle Temple.

Ribeiro, Henry Francisco, Lincoln's Inn.  
 Tetley, John Baptista, Gray's Inn.  
 Vaidya, Vishvanath Prabhuram, Middle Temple.  
 Ward, Arnold Sandwith, Inner Temple.  
 Whitley, Michael Henry, Inner Temple.  
 Willes, Richard Augustus, Lincoln's Inn.

## CLASS III.

Ahmad, Syed Sultan, Gray's Inn.  
 Baker, Edgar Arthur Charles Ballantine, Gray's Inn.  
 Banaing, Henry Burton Sineed, Inner Temple.  
 Blake, Maurice Bernal, Inner Temple.  
 Brocklehurst, Frederick, Lincoln's Inn.  
 Brough, Harold John, Middle Temple.  
 Buchanan, Douglas Mudie, Inner Temple.  
 Burrows, Charles Lionel, Lincoln's Inn.  
 Cama, Camajee Navrojee, Gray's Inn.  
 Chadwick, John Moor Knighton, Middle Temple.  
 Chizzola, Clarence Achilles Palmer, Middle Temple.  
 Cohen, David Lennard, Inner Temple.  
 Cornish, Lionel John, Gray's Inn.  
 Daru, Nanabhai Dayabhai, Gray's Inn.  
 Denison, John Ledgar, Lincoln's Inn.  
 Drummond, William Herbert, Inner Temple.  
 Duncan, James Grant, Inner Temple.  
 Dunn, Spencer Græme, Lincoln's Inn.  
 Edge, William, Middle Temple.  
 Ellis, Arthur Edmund, Middle Temple.  
 Finncane, Morgan Ignatius, Middle Temple.  
 Goodman, Alfred William, Gray's Inn.  
 Greene, Gerald Edward, Inner Temple.  
 Greenwood, Augustus George, Middle Temple.  
 Headlam, Cuthbert Morley, Inner Temple.  
 Hosain, Sheikh Makbul, Middle Temple.  
 Hyder-Beg, Mirza, Lincoln's Inn.  
 Kennedy, Alfred Ravenscroft, Lincoln's Inn.  
 Khan, Abdul Rahim, Gray's Inn.  
 Kirlew, Thomas Oliver, Lincoln's Inn.  
 Law, Charles Ewan, Middle Temple.  
 Loewenthal, Frederick Kimberley, Lincoln's Inn.  
 Macfadyen, Eric, Inner Temple.  
 Maitland, Graham Macdowell, Inner Temple.  
 McCragh-Thornhill, Michael Christopher, Inner Temple.  
 Mir, Hasan Ali, Lincoln's Inn.  
 Monteath, James, Inner Temple.  
 Oakey, Godfrey James, Inner Temple.  
 Orr, John Wellesey, Middle Temple.  
 Rajendra, Ramanathan, Inner Temple.  
 Ramdas, Suryakant, Middle Temple.  
 Rees, David, Inner Temple.  
 Roberts, Hugh Treharne Llewellyn, Inner Temple.  
 Saldanha, Theodorico Savidra, Lincoln's Inn.  
 Sanderson, Robert Bruce, Inner Temple.  
 Sen, Prosanto Kumar, Gray's Inn.  
 Simner, Percy Reginald Owen Abel, Lincoln's Inn.  
 Simpson, Edward Overend, Middle Temple.  
 Simpson, Thomas, Inner Temple.  
 Tarachand, Nowroji Merwanji, Middle Temple.  
 Wells, Edward Glossop, Inner Temple.  
 Wroughton, John Bartholomew, Inner Temple.  
 Zarif, Syed Mohammad, Gray's Inn.

Examined, 102. Passed, 67.

Eight Candidates were ordered not to be admitted for examination again until the Easter Examination, 1903.

The following Students passed in *Constitutional Law and Legal History* :—

## CLASS I.

Jacobs, Bertram, Inner Temple.  
 Leonard, Robert Galloway Louis, Gray's Inn.

## CLASS II.

Botterill, Percy Durnville, Inner Temple.  
 Corbett, Alan Frederick, Inner Temple.  
 Darwin, Bernard Richard Merion, Inner Temple.  
 Foss, Herbert Ernest, Inner Temple.  
 Finn, James William, Middle Temple.  
 Gwynn, John Crowther, Inner Temple.  
 Jago, William, Lincoln's Inn.  
 Kennedy, Alfred Ravenscroft, Lincoln's Inn.  
 Lopez, Adolph Eugene, Middle Temple.  
 Macaskie, Nicholas Lechmere Cunningham, Gray's Inn.  
 Merriman, Frank Boyd, Inner Temple.  
 Roberts, Arthur William Rymer, Inner Temple.  
 Scott, Archibald Malcolm Henderson, Middle Temple.  
 The Hnyin, Lincoln's Inn.

## CLASS III.

Ahmad, Syed Sultan, Gray's Inn.  
 Atkinson, Robert Hugh Montgomery Buddle, Middle Temple.  
 Baerlein, Percy Herbert Arthur, Middle Temple.  
 Barnes, Lionel Hickman, Inner Temple.  
 Barrett-Leonard, Ffienncs Cecil Arthur, Lincoln's Inn.  
 Baynes, Norman Heppburn, Lincoln's Inn.  
 Beveridge, Harold William, Inner Temple.  
 Bose, Atul Kumar, Lincoln's Inn.  
 Brown, Emmanuel Joseph Peter, Inner Temple.  
 Buckle, Vidal James, Gray's Inn.  
 Bury, William Stanley, Inner Temple.  
 Chowdhry, Bhupendra Nath, Gray's Inn.  
 Colledge, John Theodore, Inner Temple.  
 Das, Harnam, Lincoln's Inn.  
 Deen, Mohamed Jalalud, Inner Temple.  
 Dodd, George Lawrence Ashley, Inner Temple.  
 Donald, William Pennington, Gray's Inn.  
 Druquer, Maurice Nathaniel, Middle Temple.  
 Du Croz, Charles Frederick, Middle Temple.  
 Dudman, Robert Edward Albert, Gray's Inn.  
 Evans, Trevor Morse, Inner Temple.  
 Gathorne-Hardy, Geoffrey Malcolm, Inner Temple.  
 Gatley, John Clement Carpenter, Inner Temple.  
 Glencross, James Reginald Morshead, Lincoln's Inn.  
 Hadfield, Ernest Harry Loverseed, Lincoln's Inn.  
 Hagley, Daniel, Middle Temple.  
 Harding, Harry Harcourt, Gray's Inn.  
 Hartree, Cyril, Lincoln's Inn.  
 Helm, James Howard, Inner Temple.  
 Henderson, Walter Edward Bonhôte, Middle Temple.  
 Higgins, George Herbert, Inner Temple.  
 Hunter, Richard Frederick, Gray's Inn.  
 Ibrahim, Abou-el-Magd, Inner Temple.  
 Imam, Mohammed Muzaffar, Middle Temple.  
 Isitt, Sidney Frederick, Middle Temple.  
 Jacomb, Edward, Inner Temple.  
 Johnson, Peter Randall, Inner Temple.  
 Kershaw, Frank, Inner Temple.  
 Khan, Kazi Abdul Salam, Inner Temple.  
 Kidd, Hugh Lionel, Middle Temple.  
 Lamb, Sidney Herbert, Middle Temple.  
 Munro, Ranald Martin Cunliffe, Inner Temple.  
 O'Connor, John Edward, Middle Temple.  
 Parry, Ernest John, Gray's Inn.  
 Pereira, Daniel Viegas, Gray's Inn.  
 Pittman, William, Middle Temple.  
 Said, Mohammed, Middle Temple.  
 Segar, Robert Stanislaus, Middle Temple.  
 Sen, Prosan'ò Kumar, Gray's Inn.  
 Seton, Christopher Elphinstone, Lincoln's Inn.  
 Simner, Percy Reginald Owen Abel, Lincoln's Inn.  
 Simpson, Edward Overend, Middle Temple.  
 Smith-Carington, Neville Woodford, Inner Temple.  
 Stephens, Thomas Smithson, Lincoln's Inn.  
 Thomson, William Bannatyne, Middle Temple.  
 Verner, Oliver William, Lincoln's Inn.  
 Ward, Arnold Sandwith, Inner Temple.  
 Whitfield, Allen Bertrand, Middle Temple.  
 Whitley, Michael Henry, Inner Temple.  
 Whitworth, John Haworth, Inner Temple.

Wing, Tycho, Inner Temple.  
 Wynn, William John, Middle Temple.  
 Zal, Tehmuras Dadabhoy, Middle Temple.

NOTE.—The Special Prize was not awarded.

Examined, 121. Passed, 79.

Four Candidates were ordered not to be admitted for examination again until the Easter Examination, 1903.

The following Students passed a satisfactory examination in *Evidence, Procedure (Civil and Criminal), and Criminal Law.*

## CLASS I.

Andrewes-Uthwatt, Augustus, Gray's Inn.  
 Burrows, Roland, Inner Temple.  
 Harnett, Edward St. Clair, Gray's Inn.  
 Higgins, George Herbert, Inner Temple.  
 Leonard, Robert Galloway Lewis, Gray's Inn.  
 Lopez, Adolph Eugene, Middle Temple.  
 Moonan, William Herbert, Middle Temple.  
 Pegg, Percy William, Middle Temple.  
 Simpson, Edward Overend, Middle Temple.  
 Sproule, James Hugh Collingwood, Middle Temple.  
 Watmough, Frank Outhbert, Middle Temple.  
 Wille, George, Middle Temple.

## CLASS II.

Aga, Gulamdagtir Kadirdad Khan, Inner Temple.  
 Alabaster, Chaloner Grenville, Inner Temple.  
 Anderson, Neville, Inner Temple.  
 Berkeley, Henry Segrave, Middle Temple.  
 Burgis, Edwin Cooper, Gray's Inn.  
 Chryssaftis, Nicholas George, Middle Temple.  
 Costello, Leonard Wilfred James, Inner Temple.  
 Cuthbertson, Thomas, Junr., Inner Temple.  
 Elliot, Frederick Barnard, Inner Temple.  
 Harris, Edward Henry, Gray's Inn.  
 Hyder-Beg, Mirza, Lincoln's Inn.  
 Jacobs, Bertram, Inner Temple.  
 Landers, Thomas, Middle Temple.  
 Low, John Spencer, Middle Temple.  
 Merriman, Frank Boyd, Inner Temple.  
 Mohammad, Sheikh Dost, Lincoln's Inn.  
 Segar, Robert Stanislaus, Middle Temple.  
 Shillington, John Melville, Inner Temple.  
 Simner, Percy Reginald Owen Abel, Lincoln's Inn.  
 Smith, Colin, Inner Temple.  
 Smith, Percival Frere, Inner Temple.  
 Stutchbury, Harold Owen, Inner Temple.  
 Thorpe, Charles Herbert, Inner Temple.

## CLASS III.

Andrew, Edwyn Silverlock, Lincoln's Inn.  
 Azhar, Syed Ali, Middle Temple.  
 Black, Charles Crofton, Middle Temple.  
 Booth, Sydney Russell, Lincoln's Inn.  
 Bridge, Eric Andrew, Lincoln's Inn.  
 Buckle, Vidal James, Gray's Inn.  
 Bush, Francis Robert, Lincoln's Inn.  
 Chéron, André, Lincoln's Inn.  
 Churchill, Gordon Seton, Inner Temple.  
 Curtis, Richard Henry, Middle Temple.  
 Dickinson, Benjamin, Lincoln's Inn.  
 Dodd, George Lawrence Ashley, Inner Temple.  
 Draper, Reginald William, Middle Temple.  
 Earls, James Henry, Middle Temple.  
 Ellis, Charles Bower Radclyffe, Inner Temple.  
 Elphinstone, Lancelot Henry, Lincoln's Inn.  
 Evans, Trevor Morse, Inner Temple.  
 Fletcher, John Holland Ballett, Inner Temple.  
 Goldberg, Herbert Walter, Inner Temple.  
 Gupta, Jotindra Chandra, Gray's Inn.

Harding, Harry Harcourt, Gray's Inn.  
 Helm, James Howard, Inner Temple.  
 Holt, Philip Durning, Inner Temple.  
 Horton, Albert, Middle Temple.  
 Hosain, Sheikh Makbul, Middle Temple.  
 Hutton, John Timothy Darcy, Inner Temple.  
 Jacomb, Edward, Inner Temple.  
 Johnson, Eric Townsend, Inner Temple.  
 Kidd, Hugh Lionel, Middle Temple.  
 Lemon, Arthur Henry, Lincoln's Inn.  
 Lewis, Henry William, Middle Temple.  
 Lewis, Lewis, Middle Temple.  
 Lincoln, John Belronth, Inner Temple.  
 Lloyd, Ernest Arthur Charles, Middle Temple.  
 Maclean, Allan Somerset Hope, Middle Temple.  
 Marshall, Arthur Harold, Gray's Inn.  
 Mehra, Nehal Chand, Lincoln's Inn.  
 Munro, Ranald Martin Cunliffe, Inner Temple.  
 Nayar, Taravata Gopalan, Middle Temple.  
 Oakea, William John, Gray's Inn.  
 Russell, Arthur Claude Hamilton, Inner Temple.  
 Scanlan, Albert Augustus, Middle Temple.  
 Sharma, Lakshmi Chand, Gray's Inn.  
 Stanford, George Duncan, Middle Temple.  
 Sualy, Khimji Khatan, Gray's Inn.  
 Sutherland, Donald George, Middle Temple.  
 Wahid, Abdul, Lincoln's Inn.  
 Ward, Arnold Sandwith, Inner Temple.  
 Watt, Ernest Loraine, Inner Temple.  
 Whyte, Charles Graham, Inner Temple.  
 Williams, Sydney Ernest, Inner Temple.  
 Wills, Victor Butler, Middle Temple.  
 Wood-Smith, Henry Stephen, Lincoln's Inn.

The Special Prize of £50 for the best examination in *Evidence, Procedure, and Criminal Law* awarded to

Andrews-Uthwatt, Augustus, Gray's Inn.

Examined, 121. Passed, 88.

Four Candidates were ordered not to be admitted for examination again until the Easter Examination, 1903, and One Candidate until the Trinity Examination, 1903.

By Order of the Council,

(Signed) ALFRED G. MARTEK,  
*Chairman pro tem.*

COUNCIL CHAMBER, LINCOLN'S INN.  
 31st October, 1902.

## INCORPORATED LAW SOCIETY.

### PRELIMINARY EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE PRELIMINARY EXAMINATION HELD ON THE 15TH AND 16TH OCTOBER, 1902:—

Alexander Wares Allan  
 Albert Ashby Armfield  
 Harold Brooke Ashford  
 Guy White Beor  
 Edwin Dennis Berry  
 Edgar Anthon Blockley  
 James Mawdesley Brander  
 Archibald Viccars Bright  
 Arthur Kingsley Bright  
 Arthur Seymour Neale Bubbs  
 Benjamin Buss

George Ralph Channer  
 George Clark  
 Harry Mason Cleaver  
 Stephen Pugh Cohen  
 Royes Stanley Coles  
 Arthur George Colson  
 Vernon Willoughby Cooke  
 Tom Openshaw Coupe  
 Timothy James Crawley  
 William Wilson Crompton  
 James Arthur Crook

Frederick Crowle  
 Harold Webster Crowther  
 Ralph Dadd  
 Cecil Halsted Dale  
 Charles Augustus Davis  
 Henry Lardner Denny  
 John Birley Dewhurst  
 Geoffrey Dixon  
 Robert Carr Dodds  
 Arthur Noel Ealand  
 Robert Alfred Enright  
 Percy Harold Forsey  
 Bartholomew Foskett  
 Arthur Redfern Gartside  
 Hallam Gwilym Hebditch Griffith  
 John Frederick Guillaume  
 Cecil Sutton Montis Harding  
 Ernest John Hempsall  
 John Edward Sheridan Hickey  
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 Carleton Colquhoun Holmes  
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 Guy Robert Howard  
 Arthur Ernest Hunt  
 William Burgess Johnson  
 Robert Vizer Lukin Johnston  
 Edward Jones  
 Stanley Keut  
 William Martin Knoyle  
 William Ewart Gladstone Kynoch  
 Albert Edward Lauder  
 William Gordon Launder  
 Frank Ashley Lavender  
 Henry Leo  
 William Robertson Low  
 Arthur Gorbott Lunt  
 William Lyles  
 Richard Wardle Lynn  
 Joseph Crowther Makinson  
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 Arthur Albert Millichip  
 Cecil Cooper Milligan  
 Gerald Francis Hamilton Moore

Evan David Morgan  
 Owen Morgan  
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 Harry Moss Myers  
 Robert Francis Wayte Nelson  
 Thomas Notridge  
 George Harold Okell  
 John Bate Oliver  
 Roland Herbert Owen  
 Reginald Milward Jason Parker  
 Frederick Gordon Parsons  
 James Hawkins Pawlyn  
 Francis Gedge Pearson  
 Walter Leslie Platts  
 Walter Edward Poole  
 Edward Garroway Cope Proctor  
 David Rawlinson  
 David Kenwyn Rees  
 Robert Owen Roberts  
 William John Roberts  
 Morley Roberts-Jones  
 George Robinson  
 Norman Huntly Robinson  
 Charles Browett Seager  
 Blake Gordon Sherry  
 George Milman Smerdon  
 Edgar Smith  
 Frederick Norman Smith  
 Harry Hamilton Speakman  
 Eric Howard Stanley  
 James Graham Symes  
 David Morgan Thomas  
 Gilbert David Edgar Thomas  
 Henry Thorpe  
 Percy Timperley  
 Thomas Charles Durand Tippett  
 Clarence Samuel Tomlinson  
 Robert Edgar Wadsworth  
 Geoffrey Cresswell Wall  
 John Duncan Wells  
 Leslie Charles Lea Wilson  
 Alfred Wood  
 Bertram Reginald Yorke

By Order of the Council,

E. W. WILLIAMSON,  
*Secretary.*

LAW SOCIETY'S HALL, CHANCERY LANE,  
 October 31st, 1902.

## APPOINTMENTS.

Richard Horton Smith, Esq., K.C., has been elected Treasurer of the Hon. Society of Lincoln's Inn for the ensuing year in succession to Mr. Justice Kekewich.

A. B. Kirby, Esq., has been appointed by the Hon. Society of Lincoln's Inn as one of their representatives on the Incorporated Council of Law Reporting for England and Wales in the place of W. C. Renshaw, Esq., K.C., resigned.

## PROFESSIONAL PARTNERSHIPS DISSOLVED.

Douglas Morey Ford and Alfred William Dashper (Douglas Ford & Dashper), Solicitors and Notaries, Portsmouth, Hants. The partnership expired July 31, the goodwill reverting to D. M. Ford, pursuant to articles of partnership.

Henry O'Brien O'Donoghue and William Charles Collings Anson (O'Donoghue & Anson), Solicitors, Bristol and Clevedon, Somerset, by mutual consent as from September 29. The business will in future be carried on at the same places by H. O. O'Donoghue in copartnership with Barré Robert Machray Forbes, under the firm of O'Donoghue, Anson & Forbes.

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ON THE

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IN

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COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROBA.	APPEAL COURT II.	MR. JUSTICE KNEEWICH.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday, Nov. 17	Mr. W. Leach	Mr. Jackson	Mr. Theod	Mr. King	Mr. Beal	Mr. E. Leach	Mr. Church	Mr. Pemberton
Monday " 18	" Theod	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Grewwell	" Jackson
Tuesday " 19	" Grewwell	" Jackson	" Theod	" King	" Beal	" E. Leach	" Church	" Carrington
Monday " 20	" Church	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey.	" Grewwell	" Beal
Monday " 21	" Farmer	" Jackson	" Theod	" King	" Beal	" E. Leach	" Church	" Godfrey
Monday " 22	" King	" Pemberton	" W. Leach	" Farmer	" Carrington	" Godfrey	" Grewwell	" E. Leach

The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days inclusive.

COUNCIL OF LEGAL EDUCATION.

The Council will shortly consider the appointment of an Assistant Reader in "Equity."

The Council will be glad to receive not later than Friday, 21st December, at the Office of the Council, Lincoln's Inn Hall, the names of gentlemen who are desirous of being appointed, together with Testimonials they may wish to submit to the Council.

FREDERICK DAPP,  
Clerk of the Council.

LINCOLN'S INN HALL.  
13th November, 1902.

Samuel Hall, Esq., K.C., Vice-Chancellor of the County Palatine of Lancaster.

Ralph Littler, Esq., C.B., K.C.

Paynton Pigott, Esq., Barrister-at-Law, D.L., Chief Constable of the County of Norfolk.

John Hollams, Esq. (of the firm of Hollams, Sons, Coward & Hawksley), has received the Honour of Knighthood.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

William Eley and John Nightingale Winch (Eley & Winch), Solicitors, 98 and 94, Chancery Lane, by mutual consent as from June 1. The business will be carried on in future by W. Eley.

Albert Thomas Mills and Thomas Ashby Needham (Mills & Needham), Solicitors, Manchester, by mutual consent as from November 1. The said T. A. Needham will continue the business in his own name at same address.

APPOINTMENTS.

October 24. The KING was this day pleased to confer the honour of Knighthood upon the following Gentlemen:—

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 IN  
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MICHAELMAS SITTINGS, 1902.

ROTA OF REGISTRARS IN ATTENDANCE IN THE ENSUING WEEK.

DATE.	EMERGENCY ROBA.	APPEAL COURT II.	MR. JUSTICE KEENEWICK.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BOCKLEY.	MR. JUSTICE JORON.	MR. JUSTICE SWINBUR EADY.
Monday, Nov. 24	Mr. R. Leach	Mr. Beal	Mr. Pemberton	Mr. Greswell	Mr. Godfrey	Mr. Farmer	Mr. W. Leach	Mr. King
Tuesday " 25	" Godfrey	" Carrington	" Jackson	" Church	" R. Leach	" King	" Theod	" Farmer
Wednesday " 26	" Carrington	" Beal	" Pemberton	" Greswell	" Godfrey.	" Farmer	" W. Leach	" Church
Thursday " 27	" Beal	" Carrington	" Jackson	" Church	" R. Leach	" King	" Theod	" Greswell
Friday " 28	" Jackson	" Beal	" Pemberton	" Greswell	" Godfrey	" Farmer	" W. Leach	" Theod
Saturday " 29	" Pemberton	" Carrington	" Jackson	" Church	" R. Leach	" King	" Theod	" W. Leach

The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days inclusive.

INNS OF COURT.

CALLS TO THE BAR.

MICHAELMAS TERM, 1902.

The under-mentioned gentlemen have been called to the Bar by the under-mentioned Honourable Societies:—

LINCOLN'S INN.

William Peek Frean, Trin. Coll., Cambridge; Moosa Hassambhoy, St. John's Coll., Cambridge, B.A., Bombay University; Charles Kennedy, barrister, of King's Inns, Ireland; Horace Jones, late Scholar, Brasenose Coll., Oxford, M.A.; Patrick Shee, London University; Nasserwanji Byramji Gazder; Arthur Lawton, Victoria University, Manchester; Edward Archibald Hume, Trin. Coll., Oxford; Frederic Harrison Smitton; Arthur Henry Thompson, Edinburgh University, M.B., Ch.B. Edin.; Rudolf George Pickthall, Ball Coll., Oxford, M.A.; Gerald Hatton Carey; and Charles Lionel Burrows.

INNER TEMPLE.

Bertram Jacobs, LL.B., London, holder of a certificate of honour awarded Michaelmas, 1902; George Hermann Rittner, M.A., Cambridge; Edward Gurney Boyle, M.A., Oxford; Frederick Chandos de Pirkin, B.A., Cambridge; John Coker Adams, Oxford; Dudley May-Wright, M.A., Oxford; Lambert William Middleton, Oxford; Edward Scott Moberly Bell, Oxford; Vere Frederick Bertie; Frank Curthen, M.A., Cambridge; Percy Alan Farrer Manby, B.A., Cambridge; George Hubert Cohen, B.A., LL.B., Cambridge; Thomas de Grasse Grissell, B.A., Cambridge; John Paul Valetta, Cambridge; Edward Freer Smith, B.A., LL.B., Cambridge; Eric Townsend, B.A., LL.B., Cambridge; James Richard Congreve Hildebrand Geddes; John Carter Jackson, M.A., Cambridge; Herbert Frederick Cornes; John Holland Ballett Fletcher, B.A., LL.B., Cambridge; and Bedford Lockwood Dorman, B.A., Cambridge.

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Higher Education, Newfoundland; Ralph Alexander Maude; Dayrell Botry Pigott, B.A., Magdalen Coll., Cambridge; Tadashizo Matsumoto, graduate of a Japanese University; Henry Honeywood Curtis-Bennett, B.A.; Apparandra Bopanna Kariapa, B.A., Christ's College, Cambridge; Evelyn Leigh Atkinson, Pembroke Coll., Oxford, B.A.; Lucius Fairchild Crane, LL.B., Cambridge; Neoptolemus Paschalis; Alfred Clive Lawrence; David Harvey Johann Hartley, B.A., Clare College, Cambridge; Richard Page, B.A.; Ovid Edgar Leland Sharples, M.A., LL.B., St. John's Coll., Cambridge; William Scott Cameron; Charles William Rorich; Samuel Jacobus de Jager, B.A., LL.B., Cambridge; Thomas Edward Rushton; Louis Frederick Bradford; Eric Olawolu Moore; George Wille, B.A., Cambridge; John Gaspard Gubbins, B.A., Clare Coll., Cambridge; and Edward Overend Simpson.

GRAY'S INN.

Herbert Louis Tebbs, holder of certificate of honour of the Council of Legal Education, Trinity, 1902; Alured Myddleton Wilshere, Pembroke Coll., Oxford, formerly scholar of Hertford Coll., Oxford, and Law Exhibitioner of London University, holder of certificate of honour of the Council of Legal Education, Michaelmas, 1902; Edwin Augustus Durham; Debendra Kumar Mullick, B.A., Trin. Coll., Cambridge; Samuel Birch; Mohamed Abdul Samad, M.A., Edinburgh University; Mohammed Imaï; John Crichton Healy; and Robert John Nanco.

APPOINTMENT.

Walter Andrew Inderwick, Esq., of the Inner Temple, has been appointed District Probate Registrar at Norwich.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

Charles Everett and George Edmund Hodgkinson (Everett & Hodgkinson), Solicitors, 124, Chancery Lane, by mutual consent as from November 7.

George Everett Hardisty and William Henry Scripps (Hardisty & Scripps), Solicitors, Canterbury, Margate, Ramsgate, and Whitstable, Kent, by mutual consent as from September 30.

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Monday, Dec. 1	Mr. Groswell	Mr. Godfrey	Mr. Carrington	Mr. Theed	Mr. King	Mr. Church	Mr. Jackson	Mr. Beal
Tuesday " 2	" Church	" R. Leach	" Beal	" W. Leach	" Farmer	" Groswell	" Pemberton	" Carrington
Wednesday " 3	" Farmer	" Godfrey.	" Carrington	" Theed	" King	" Church	" Jackson	" R. Leach
Thursday " 4	" King	" R. Leach	" Beal	" W. Leach	" Farmer	" Groswell	" Pemberton	" Godfrey
Friday " 5	" W. Leach	" Godfrey	" Carrington	" Theed	" King	" Church	" Jackson	" Pemberton
Saturday " 6	" Theed	" R. Leach	" Beal	" W. Leach	" Farmer	" Groswell	" Pemberton	" Jackson

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HIGH COURT OF JUSTICE.  
CHANCERY DIVISION.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 17th day of November, 1902.

I, HARDINGE STANLEY, EARL OF HALSBURY, Lord High Chancellor of Great Britain, Do hereby Order that the Action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice BYRNE and Mr. Justice BUCKLEY.

SCHEDULE.

Mr. Justice JONES (1902—C.—No. 2985).

In the Matter of the Cambrian Coke Company, Limited.  
Louis Gustave Mouchel and Another v. The London and Provincial Bank, Limited, and the Cambrian Coke Company, Limited.

HALSBURY C.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

THE FOLLOWING CANDIDATES (WHOSE NAMES ARE IN ALPHABETICAL ORDER) WERE SUCCESSFUL AT THE FINAL EXAMINATION HELD ON THE 3RD AND 4TH NOVEMBER, 1902:—

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John Marshall Barnett  
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 Harold Richard Turner  
 William Henry Tweddell  
 John Clere Vaisey  
 Reginald Vaughan  
 Percy Jackson Wade  
 Hubert Masters Wallace  
 Guy Charles Wallington

### INTERMEDIATE EXAMINATION.

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 George Bugg Burke  
 John Barlow Clegg  
 Neville Savage Done  
 Henry Fassackerley  
 Arthur Samuel Fisher  
 Alfred William Fryzer, B.A.  
 Lond.  
 Reginald Leslie Hine  
 Cuthbert Hall Hialop  
 George Oswald Hughes  
 William Bertram Kennett  
 Thomas Binks Kitson

Llewellyn Bond Lewis  
 James Victor Lister  
 John William Pullon  
 James Hugh Rendell  
 Richard Robson  
 Vivian Sumner Simpson  
 William Rapey Southard  
 Morgan Isaac Walters  
 Albert Charles Watkins  
 Gerald Owen White  
 Leslie Williams  
 Austin James Wright  
 William Aitchison Young

#### SECOND CLASS.

Arthur Charles Akeroyd  
 Ralph Wright Aston  
 Frederick George Aylett  
 Frank Robert Baker, B.A. Camb.  
 Arthur Frank Barnard  
 George William Wynne Barnley  
 Bertie Bowman Barton  
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 Harold Ingham Bearder  
 Douglas Naira Beatts  
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 Vine  
 Kenneth Vere Dolleymore  
 Christopher William Eastwood  
 Joseph Entwistle  
 Arthur John Evans

James O'Brien Tufton Walsh  
 George Leslie Wates  
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 Harry Townsend Watson, B.A.  
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 Ernest Thomas Wellsted  
 Walter West  
 Harry Clifford Weston  
 Arthur Percival Whatley, B.A.  
 Oxon.  
 Stanley Edward Wilkins

Richard Bennett Williams  
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 Charles Frederick Willis  
 Vivian Vero Willis  
 Henry Charles Barrow Wilson  
 John Erskine Wilson  
 Kenneth Forshaw Wilson  
 Robert Winakell  
 Robert Braithwaite Wood  
 Matthew Grosvenor Woods, B.A.  
 Camb.  
 Shirley Harold Wright  
 Reuben Zioree

By Order of the Council,

E. W. WILLIAMSON,  
*Secretary.*

LAW SOCIETY'S HALL, CHANCERY LANE,  
 November 21st, 1902.

APPOINTMENTS.

The Attorney-General (Sir R. B. Finlay, K.C.) has been elected Treasurer of the Hon. Society of the Middle Temple, in succession to Joseph Graham, Esq., K.C.

Marston Clarke Buszard, Esq., K.C., has been elected Treasurer of the Hon. Society of the Inner Temple, in succession to His Honour Judge William Willis, K.C.

Harry Wray, Esq. (of the firm of Laverack, Son & Wray, Solicitors), of Hull and Beverley, has been elected Mayor of Beverley.

W. Pickford, Esq., K.C., has been appointed by the Hon. Society of the Inner Temple as one of their representatives on the Incorporated Council of Law Reporting for England and Wales in the place of M. C. Buszard, Esq., K.C., resigned.

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DATE.	EMERGENCY ROTA.	APPEAL COURT II.	MR. JUSTICE KIRKWICK.	MR. JUSTICE BYRNE.	MR. JUSTICE FARWELL.	MR. JUSTICE BUCKLEY.	MR. JUSTICE JONES.	MR. JUSTICE SWINFEN EADY.
Monday, Dec. 8	Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton	Mr. Groswell	Mr. W. Leach	Mr. Beal	Mr. Church
Tuesday " 9	" Beal	" Farmer	" Godfrey.	" Jackson	" Church	" Theed ;	" Carrington	" Groswell
Wednesday " 10	" Jackson	" King	" R. Leach	" Pemberton	" Groswell	" W. Leach	" Beal	" Theed
Thursday " 11	" Pemberton	" Farmer	" Godfrey	" Jackson	" Church	" Theed	" Carrington	" W. Leach
Friday " 12	" Godfrey	" King	" R. Leach	" Pemberton	" Groswell	" W. Leach	" Beal	" Farmer
Saturday " 13	" R. Leach	" Farmer	" Godfrey	" Jackson	" Church	" Theed	" Carrington	" King

\* The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days inclusive.

LOCAL GOVERNMENT ACT, 1888.

RULE UNDER SEC. 89 (3).

The following Rule has been issued by the authority for making Rules of the Supreme Court :—

The Sheriffs of the county of London and of the county of Middlesex respectively shall execute and obey all precepts and process which the Judges or proper officers of the High Court of Justice shall award, issue, and direct unto them respectively, and shall, whenever required and commanded, summon and return from the said county of London and the said county of Middlesex a competent number of persons qualified according to law to enquire of, present, and try all offences, issues, and other matters cognizable by the Justices of the High Court of Justice within the boundaries of the county of London and the county of Middlesex, and the persons returned from the said county of London and the said county of Middlesex, whether taken wholly from the said county of London or from the said county of Middlesex, or taken indiscriminately from the said county of London and the said county of Middlesex, shall have authority to enquire of, present, hear, try, and determine all such offences and other matters, and all issues and all matters of fact arising out of such trials, or relating thereto, as if the said county of London and the said county of Middlesex were one county.

The above Rule is declared urgent within the meaning of the Rules Publication Act, and copies may be obtained on application at the Lord Chancellor's Office, House of Lords.

28 November, 1902.

PROBATE REGISTRY.

PAPER GRANTS AND ENGROSSMENTS. NEW SEALS.

THE HIGH COURT OF JUSTICE,  
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7. The present regulations as to the permissive use of parchment under certain conditions will remain in force till further notice.

D. H. OWEN,  
Senior Registrar.

APPOINTMENTS.

November 28. William Thomas Makins, Esq., Barrister-at-Law, has this day had a Baronetcy conferred upon him.

November 29. The KING has been pleased to approve of the appointment of Antonio Micallef, Esq., LL.D., to be one of His Majesty's Judges for the Island of Malta.

Arthur Theodore Thring, Esq., of the Middle Temple, has been appointed a Companion of the Most Honourable Order of the Bath.

PROFESSIONAL PARTNERSHIPS DISSOLVED.

John King Farlow and Morris Nattali Fuller (Farlow & Fuller), Solicitors, 1, Church Court, Clement's Lane, E.C., by mutual consent as from November 20.

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# STATUTES.

SESSION 1902—2 EDW. 7.

Chapter.	TITLE.	Date of Royal Assent.	When Act to come into Operation.
30	<i>Appropriation (No. 2) Act, 1902 . . . . .</i>	Nov. 25. . . . .	Not specified.
31	<i>Supreme Court of Judicature Act, 1902 . . . . .</i>	Nov. 25. . . . .	Not specified.

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Monday, " 16	" Farmer	" Church	" King	" Beal	" W. Leach	" Pemberton	" E. Leach	" Godfrey
Tuesday, " 17	" W. Leach	" Groswell	" Farmer	" Carrington	" Theod.	" Jackson	" Godfrey	" Pemberton
Wednesday, " 18	" Theod.	" Church	" King	" Beal	" W. Leach	" Pemberton	" E. Leach	" Jackson
Thursday, " 19	" Church	" Groswell	" Farmer	" Carrington	" Theod.	" Jackson	" Godfrey	" Beal
Friday, " 20	" Groswell	" Church	" King	" Beal	" W. Leach	" Pemberton	" E. Leach	" Carrington

\* The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days inclusive.

## HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1902.

### NOTICE

There will be no sitting in Court during the Christmas Vacation.

During the Christmas Vacation:—All applications "which may require to be immediately or promptly heard" are to be made until Wednesday, December 31st, inclusive, to the Honourable Mr. Justice KEENEWICK, and after that date to the Honourable Mr. Justice SWINFEN EADY.

The Honourable Mr. Justice SWINFEN EADY will act as Vacation Judge from Monday, December 22nd, to Wednesday, December 31st, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Monday, December 29th. On other days, within the above period, applications in urgent matters may be made to his Lordship by post or rail.

The Honourable Mr. Justice JELF will act as Vacation Judge on Thursday, January 1st, 1903, to Saturday, January 10th, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Tuesday, January 6th. On other days, within the above period, applications in urgent matters may be made to his Lordship by post or rail.

In any case of great urgency the Brief of Counsel may be sent to the Judge by Book Post, or Parcel, pre-paid, accompanied by Office Copies of the Affidavits in support of the Application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the Applicant entitled to, and also an envelope capable of receiving the Papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for *Injunctions*, in addition to the above, a Copy of the Writ, and a Certificate of Writ issued, must also be sent.

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The address of the Judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 188, Royal Courts of Justice.

The Chambers of Mr. Justice KEENEWICK and Mr. Justice JOYCE (S to Z Division) will be open (for Vacation business only) from 10 to 2 on Wednesday, December 24; Tuesday, December 30; Wednesday, December 31, 1902; Thursday, January 1; Friday, January 2; and Tuesday, January 6, 1903.

CHANCERY REGISTRARS' CHAMBERS,  
ROYAL COURTS OF JUSTICE,  
December, 1902.

## INCORPORATED LAW SOCIETY.

### HONOURS EXAMINATION.

NOVEMBER, 1902.

\* \* \* The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in italics.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Com-



mittes recommended the following as being entitled to Honorary Distinction :—

### FIRST CLASS.

[In Order of Merit.]

1. EVERARD KENNETH BROWN.  
*Mr. John Barling Purchase, of the firm of Messrs. John B. & F. Purchase, of London.*
2. LEWIS LINCOLN WHITFIELD.  
*Mr. Charles Dalton Woolley, of London.*

### SECOND CLASS.

[In Alphabetical Order.]

- BENJAMIN MASON COOK, B.A., LL.B. CANT.  
*Mr. Richard William Bowry Buckland, of the firm of Messrs. Vandercom, Doulton & Buckland, of London.*

### THIRD CLASS.

[In Alphabetical Order.]

- ROGER CLAYTON, B.A. OXON.  
*Mr. Augustus Frederick Warr, of the firm of Messrs. Batesons, Warr & Winahurst, of Liverpool.*
- WALTER POWELL DAVID.  
*Mr. Edward Thomas David, of Bridgend.*
- GEORGE WILLIAM GRICE-HUTCHINSON.  
*Mr. Charles William Dalbiao, of the firm of Messrs. Gordon, Dalbiao & Pugh, of London.*
- LAWRENCE ARTHUR HIND, LL.B. CANT.  
*Mr. Jesse Hind, of the firm of Messrs. Wells & Hind, of Nottingham, and Messrs. Hind & Robinson, of London.*
- HAROLD F'ANSON JONES.  
*Mr. Norman Herbert Smith, of London.*
- GEORGE CLARK WILLIAMS, B.A. LONDON.  
*Mr. William Buckley Roderick, of the firm of Messrs. Roderick & Richards, of Llanelly.*

The Council of the Incorporated Law Society have accordingly given Class Certificates and awarded the following Prizes of Books :—

- To *Mr. Brown*—Prize of the Honourable Society of Clement's Inn—Value about 10*l.*; and The Daniel Beardon Prize—Value about 20 guineas.
- To *Mr. Whitfield*—The Prize of the Honourable Society of Clifford's Inn—Value 5 guineas; and the John Mackrell Prize—Value about 12*l.*

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Eighty-seven Candidates gave notice for the Examination.

By Order of the Council.

E. W. WILLIAMSON,  
*Secretary.*

LAW SOCIETY'S HALL, CHANCERY LANE, LONDON:  
5th December, 1902.

## INCORPORATED LAW SOCIETY.

### EXAMINATIONS IN THE YEAR 1902.

#### SPECIAL PRIZES OPEN TO ALL CANDIDATES

##### SCOTT SCHOLARSHIP.

Leonard William Moore, being, in the opinion of the Council, the Candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the Scholarship founded by Mr. James Scott, of Lincoln's Inn Fields.

Mr. Moore served his Clerkship with Mr. John William Fredes Jacques, of the firm of Messrs. F. V. Jacques, Clute & Jacques, of Bristol; and Messrs. Stow, Preston & Lytchell of London, and obtained the Prize of the Honourable Society of Clement's Inn, and the Daniel Beardon Prize, at the Honours Examination held in January, 1902.

##### BRODERIP PRIZE.

Leonard William Moore, being first in order of merit, and having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, passed a satisfactory Examination, and attained honorary distinction, the Council have awarded him the Prize consisting of a Gold Medal, founded by Mr. Frank Broderip, of Lincoln's Inn.

##### THE CLABON PRIZE.

Leonard William Moore having shown himself best acquainted with the Law and Practice of Equity, otherwise passed a satisfactory Examination, and attained honorary distinction, the Council have awarded to him the Prize founded by Mr. John Moxon Clabon, of Great George Street, Westminster.

#### LOCAL PRIZES.

##### TIMPRON MARTIN PRIZE FOR CANDIDATES FROM LIVERPOOL.

Ernest William Bird, from among the Candidates from Liverpool who served two-thirds of his period of service there, having passed the best Examination, and attained honorary distinction, the Council have awarded to him the Gold Medal, founded by Mr. Timpron Martin, of Liverpool.

Mr. Bird served his Clerkship with Mr. Francis H. Kendall of the firm of Messrs. Banks, Kendall & Taylor, of Liverpool; and Messrs. Cole & Jackson, of London, and obtained the Clifford Inn Prize at the Honours Examination held in January, 1902.

##### ATKINSON PRIZE FOR CANDIDATES FROM LIVERPOOL OR PRESTON.

Ernest William Bird, from among the Candidates from Liverpool or Preston, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory Examination, and attained honorary distinction, the Council have awarded to him the Gold Medal, founded by Mr. John Atkinson, of Liverpool.

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CHRISTMAS VACATION, 1902.

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CHANCERY REGISTRARS' CHAMBERS,  
ROYAL COURTS OF JUSTICE,  
December, 1902.

## INCORPORATED LAW SOCIETY.

## THE TRAVERS-SMITH SCHOLARSHIP.

At a meeting of the Council of the Incorporated Law Society held on Friday, 12th December, 1902, the Scholarship for the year 1902 was, on the recommendation of the Trustees of the late Mr. Joseph Travers-Smith, awarded to Mr. Benjamin Mason Cook, B.A., LL.B. Camb., who served his Articles of Clerkship with Mr. Richard William Buckland, of the firm of Messrs. Vandercom, Doulton & Buckland of London.

By Order of the Council,

E. W. WILLIAMSON,  
*Secretary.*

LAW SOCIETY'S HALL, CHANCERY LANE, W.C.  
December 12th, 1902.

## APPOINTMENTS.

December 11. The Right Hon. Lord Macnaghten, P.C., has been appointed a G.C.M.G. in recognition of services on the Chile-Argentine Boundary Tribunal.

December 15. The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 10th instant, to appoint Alick James Tassell, Esq., Barrister-at-Law, to be Stipendiary Justice of the Peace at Chatham and Sheerness, in the room of Edward James Athawes, Esq., deceased.

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*There will be no sitting in Court during the Christmas Vacation.*

*During the Christmas Vacation:—All applications "which may require to be immediately or promptly heard" are to be made until Wednesday, December 31st, inclusive, to the Honourable Mr. Justice SWINFEN EADY, and after that date to the Honourable Mr. Justice JELF.*

The Honourable Mr. Justice SWINFEN EADY will act as Vacation Judge from Monday, December 22nd, to Wednesday, December 31st, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Monday, December 29th. On other days, within the above period, applications in urgent matters may be made to his Lordship by post or rail.

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The Chambers of Mr. Justice KEKEWICH and Mr. Justice JOYCE (S to Z Division) will be open (for Vacation business only) from 10 to 2 on Wednesday, December 24; Tuesday, December 30; Wednesday, December 31, 1902; Thursday, January 1; Friday, January 2; and Tuesday, January 6, 1903.

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